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CURRENT TOPICS.

WHILE COMPLAINTS are being made that the business of the Queen's Bench Division has made but small progress during the Michaelmas Sittings, the business of the Chancery Division has, without intermission through the illness of judges or otherwise, gone on steadily, and it will be found when the sittings are closed that there will not be more than the average amount of business left to start the Hilary Sittings of 1896.

LORD HERSCHELL, who assisted in the Court of Appeal during the absence of Lord Justice LINDLEY, has now come back to help to form a court of three judges, which could otherwise not sit by reason of the indisposition of Lord Justice LOPES. The Chancery final appeals have, in consequence of the help given at one time by the Lord Chancellor and at others by Lord HERSCHELL, been disposed of, so as to leave only the few that have been set down during the present Sittings.

THERE WILL be no more witness actions heard in the Chancery Division except by Mr. Justice ROMER, who goes on until the last day of the Sittings. The hearing of these actions is, to some extent, advanced, by means of the plan whereby each judge takes a stated time in turn and for that time occupies himself with nothing else; but when all the sittings for witness actions are reckoned up, the number of days on which Mr. Justice ROMER sat, is not equalled by the number of days on which all the other four judges of the Chancery Division together took this class of work.

IT HAS been suggested to us that there are at the present time points arising under the Finance Act, 1894, in which several different applicants are now actually interested; as to which the Inland Revenue officials invite an appeal to the court to settle the construction of doubtful provisions, but upon which no one applicant cares to incur alone the costs of litigation. There seems to be a lack of means for enabling one applicant to discover other persons having the same question pending at Somerset House, so as to concert measures for joint proceedings. With a view of facilitating the ascertaining and bringing together of such applicants, we shall be glad to insert a statement of points which may be pending, and in case correspondents do not desire their names to be published, we will place other solicitors who may be interested in the questions in communication with our correspondents.

THE DEPUTATION, representing legal practitioners, which waited on the Lord Chancellor on Thursday had undoubtedly a serious grievance to allege. Owing to various circumstances—the illness of two judges, and the occupation of others with the Balfour trial, the hearing of election petitions, and the Commercial Court—very little work has been done in the Queen's Bench Division during the present sittings. The real question appears to be, not what should have been done, or should be done in future to prevent a recurrence of the same state of things, but why the obvious remedy was not applied in time. Commissioners should have been sent on circuit so as to enable a sufficient number of the judges to remain in town to keep pace with the London business. Now that county court judges are available as Commissioners of Assize, and the recent experiment of sending one all round a circuit proved a remarkable success, there should be no difficulty in providing against such a state of things as has arisen.

THERE WILL be found in the current issue of the WEEKLY REPORTER a report of the case of *Re Bell, Jeffery v. Sayles*, to which we drew attention last week. It appears, however, that no shorthand notes were taken of the judgments; and the learned judges of the Court of Appeal really seem to have been in blissful ignorance that their decision could have any far-reaching effect. The Lord Chancellor, who presided, contented himself with stating that, for the reasons which would be stated by his brethren, he was of opinion that the appeal should be allowed. The Lords Justices do not seem to have dealt with the question at any length; but we fear their observations shew that the interpretation we provisionally placed on the decision last week—viz., that trustees of a fund are not justified in paying it over to a mortgagee whose mortgage contains an absolute assignment of the fund, and who has full power to give receipts for the whole fund—is correct. Lord Justice A. L. SMITH, in his judgment, says that it "is most peculiar that a man should come into court saying he is owed £400 only, and yet that the court should make an order for payment of £1,000 to him. Mr. MARTEN admitted that if the fund had been in court the only order possible would have been to pay to JEFFERY merely what he was entitled to. If that be so, why should the trustees of a fund not in court act otherwise?" And more explicit still is the language of RIGBY, L.J.: "I am content to rest my decision on the acknowledged practice of the Court of Chancery in such cases; if the money had been in court it would not have been paid out to the first mortgagee; and if so, why should the trustees be bound to hand it over? It was their duty to distribute the fund to those who were entitled to it in their proper proportions." This, taken with the observation of the same learned judge in the course of the argument for the first mortgagee: "You must prove that the trustees committed a breach of trust in not handing over the whole of the £1,000 to the first mortgagee—that it was their duty to do so"—appears to shew that, in his opinion, the duty of the trustees was, not to hand over the fund, but to administer it, take the accounts of the mortgagees and distribute the fund among the persons entitled to it in their proper proportions. A correspondent, whose letter will be found elsewhere, suggests that in the case of mortgages executed since 1881, the provision of section 22 of the Conveyancing Act, 1881, that "the receipt in writing of a mortgagee shall be a sufficient discharge for any money or securities comprised in his mortgage or arising thereunder," enables the mortgagee to give the trustee a good discharge for the whole fund. We have hitherto considered that question to be disposed of by the fact that the provision in the first mortgage in *Re Bell* (which was executed before the Conveyancing Act, 1881, came into operation) was more specific in its terms than section 22 of the Act. It gave the mortgagee "full power to sue for, recover, and receive and give valid receipts for, all or any part of the premises hereby assigned."

THE PRESENT procedure of the Supreme Court gives great facilities for including in the same litigation all the persons interested, so that the whole question at issue between the parties may be disposed of in the same action, and hence a

defendant is permitted in his counter-claim to make a demand not only upon the plaintiff, but also upon a third party. This section 24 (3) of the Judicature Act, 1873, which authorizes counter-claims against the plaintiff, further provides that the defendant may have all such relief relating to or connected with the original subject of the cause or matter against any other person as might properly have been granted had such person been made a defendant to a cause duly instituted by the actual defendant for the same purpose; and the sub-section concludes with the provision that a person so brought in by counter-claim shall have the same rights in respect of his defence against such claim, as if he had been sued in the ordinary way by the defendant. If the last provision is strictly applied, it seems to follow that a third person who is thus made a defendant to the counter-claim has all the rights of an original defendant in an action, and hence he in turn can present a counter-claim, and bring in either parties in the action or strangers as defendants to his counter-claim. On the other hand, the rules define the position of such person by saying (Ord 21, r. 14) that "any person named in a defence as a party to a counter-claim thereby made may deliver a reply within the time within which he might deliver a defence if it were a statement of claim. If, then, his only right is to deliver a reply, he cannot make a counter-claim. The apparent contradiction between the statute and the rules was considered in *Street v. Gover* (25 W. R. 750, 2 Q. B. D. 498) and it was held that, since the literal application of section 24 (3) would be to introduce such complexity as to make an action untriable, the rule must be taken as explaining what was the real intention of the Legislature. Consequently, it was not competent for a person named in a defence as a party to a counterclaim thereby made, himself in turn to counter-claim. In that case the counter-claim sought to be introduced was against the original defendant. In the recent case of *Alcock v. Railway Co. v. Greenhill* (ante p. 97) in which the matter has been discussed by the Court of Appeal, the counter-claim was against the plaintiffs, but the principle in each case is the same. The Court of Appeal (A. L. SMITH and RIGBY, L.J.J.) were unwilling to upset a rule of procedure which had been settled so long ago as 1877, and decided that the counter-claim could not be permitted. The decision makes for convenience, but since the language of section 24 (3), conferring on a party to a counter-claim the same rights as if he were an original defendant, seems to be clear, it may be doubted whether its construction should be affected by the rules.

THERE APPEARS to have been some attempt, in *Smith v. South-Eastern Railway Co.* (ante, p. 96), to revive the notion that a plaintiff who seeks to recover damages in respect of the alleged negligence of the defendant is bound at the same time to give *prima facie* evidence that there was no contributory negligence on his part. The doctrine was countenanced by BRETT, M.R., in *Dacey v. London and South-Western Railway Co.* (11 Q. B. D. 70), and in *Wakelin v. London and South-Western Railway Co.* (12 App. Cas. 41, see page 43), but it seems to mistake the order in which the question of contributory negligence arises. All that the plaintiff is bound in the first instance to do for the purpose of making out his case is to give evidence of the defendant's negligence, provided of course that the negligence is shown to be the proximate cause of the injury (*Metropolitan Railway Co. v. Jackson*, 3 App. Cas. 193). But if the plaintiff sustain this burden, and if, in giving evidence of the defendant's negligence, he does not at the same time give evidence of his own contributory negligence, the question of contributory negligence must be raised by the defendant, and it is for the latter to prove the contributory negligence affirmatively. This is the natural order of proof, and that it is the correct order is shown by the decisions of the House of Lords in *Dublin, &c., Railway Co. v. Slattery* (3 App. Cas. 1155), and *Wakelin v. London and South-Western Railway Co.* (supra). "I am of opinion," said Lord WATSON in the latter case, "that the onus of proving affirmatively that there was contributory negligence on the part of the person injured rests, in the first instance, upon the defendant, and that in the absence of evidence tending to that conclusion, the plaintiff is not bound to prove the negative in order to entitle her to a verdict in her favour." Where, as in *Wakelin v.*

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London and South-Western Railway Co. there is no direct evidence of the negligence of the defendants, and the injury can be as well explained by the negligence of the person injured, the plaintiff fails, not because he fails to give *prima facie* evidence that such person was not negligent, but because he fails to establish negligence against the defendant. But in *Smith v. South-Eastern Railway Co.* (*supra*) positive evidence was given of negligence on the part of the defendant company. The man whose duty it was to signal approaching trains at a level crossing omitted this duty, and it was a reasonable inference that, as a result of this omission, a person crossing the line was run over and killed. There being no evidence of contributory negligence, the judgment in favour of the plaintiff was naturally upheld.

It is NOT often that the validity of the appointment of a new trustee is directly called in question. As a rule the appointment passes unquestioned until some matter arises which incidentally leads to its being discussed. The case of *Payne v. Stamford*, decided last week by STIRLING J., is an interesting exception to the rule. The late Earl of STAMFORD and WARRINGTON, who died in 1883, by his will devised property to three trustees, of whom the plaintiff was one. Under the trusts of the will, the Countess was tenant for life, and she had power to appoint a new trustee in certain events, including the case of a trustee being "abroad." The three trustees appointed by the testator acted in the trusts of the will, but in 1893 the plaintiff, Mr. PAYNE, in consequence of his wife's health, went to reside in Normandy and took a lease of a house there. The Dowager-Countess assumed that under these circumstances he was abroad within the meaning of the power of appointing new trustees, and, although Mr PAYNE had continued to act in the trust and had come to this country when necessary to attend meetings of the trustees, she proceeded in August last to appoint a new trustee in his place. To this step it is difficult to see how any objection could be taken. For a man to take a house on the Continent, and to reside there with his family, clearly constitutes a being abroad, and, though he may be willing to attend to his duties as trustee, it does not follow that the beneficiaries will care to have the estate saddled with the extra expense thus occasioned. The real difficulty in the case lay in the person of the new trustee. The trustees of the will had a power of sale, and were therefore trustees for the purposes of the Settled Land Acts. The Dowager-Countess appointed her own solicitor, Sir THOMAS WRIGHT of Leicester; but it was held by the Court of Appeal in *Re Kemp's Settled Estates* (36 W. R. 930, 24 Ch. D. 485) that the court ought not to appoint the solicitor of the tenant for life a trustee for the purposes of the Acts. In the course of the exercise of the powers of the Acts, disputes may arise between the tenant for life and the trustees, and the new trustee has then a double duty to perform. However, the rule with respect to appointments out of court is not so strict as that as to appointments by the court (see *per* PEARSON, J. in *Re Norris*, 32 W. R. 955, 27 Ch. D. p. 341), and the mere fact that the appointment is one which the court would not itself have made, does not stamp it as invalid. Under the circumstances STIRLING J., held that Sir THOMAS WRIGHT had been well appointed.

IN THE CASE of *Wright v. Marsom* (*ante*, p. 67), CHITTY, J., has held that the rule in *Fairfield v. Morgan* (2 B. & P., N. R. 38), with reference to reading the word "or" in a gift by will as though it was "and," applies to personal as well as to real estate. Considering that the rule has nothing to do with the technicalities of real property law, but is designed simply to carry out the real wishes of the testator, it is difficult to see how any other result could have been arrived at. In *Fairfield v. Morgan*, a testator devised all his real estates to his brother, B., for life, "but in case B. should die before he attained the age of twenty-one years, or without issue living at his death," then over. Upon the literal meaning of the word "or," the gift over would take effect, either if B. died under twenty-one, or if he attained that age and died without issue. The Irish Court of Common Pleas, however, and, upon error, the King's Bench, held that the word must be read conjunctively, and this decision was affirmed by the House of Lords. The opinion of the judges was

taken, and Sir JAMES MANSFIELD, C.J., in delivering it, pointed out the absurdities which would follow from a contrary construction. Although the gift in the first instance was general, yet B., if he attained twenty-one, would never during his life be able to deal with the property. Unless he left issue living at his death, the gift over must take effect. On the other hand, if he had children, and died a day before he attained twenty-one, his interest in the estate would be gone. In spite of the use of the word "or," such a will is only intelligible on the assumption that the devisee is to take absolutely, unless he dies under twenty-one, and unless, if he so dies, he leaves no children. In *Wright v. Marsom* (*supra*) a testator gave real and personal estate to trustees on trust for his wife for life, and after her death for his son upon attaining twenty-one, but if he should not "live to attain that age or die without leaving lawful issue," then over. Except in the inclusion of personal estate in the gift, the case is not distinguishable from *Fairfield v. Morgan*, and this distinction does not in any way affect the grounds on which *Fairfield v. Morgan* was decided. The use of "or" instead of "and" is merely a slip in the language of the will, and it would be a pity if it could not be corrected.

AN INTERESTING POINT was raised in the case of *Prout v. Cock*, before NORTH, J., on Saturday last. If a foreclosure action is brought against an infant, it is the practice to direct him to convey when he attains twenty-one, and to give him a day to shew cause (see *Meller v. Porter*, 32 W. R. 271, 25 Ch. D. 158). If, however, a redemption action is brought by the infant, and for any reason he is not able to provide the money, the effect is that he is absolutely foreclosed, and does not have a day to shew cause. Next friends of infants in redemption actions, therefore, incur a very serious responsibility.

RIGHTS IN RESPECT OF GOODWILL.

THE decision of the House of Lords in *Trego v. Hunt* overrules the logical, but dishonest, principle of *Pearson v. Pearson* (32 W. R. 1006, 27 Ch. D. 145), and restores the honest, though possibly illogical, principle of *Labouchere v. Dawson* (L. R. 13 Eq. 322). The result is that a trader, who has sold the goodwill of his business, may the next moment start a competing business next door to his old premises, and by any manner of public advertisement may seek to get customers, but it will no longer be lawful for him by direct solicitation to try to win back his own old customers. The goodwill of a business is in itself an extremely indefinite kind of property, and it is not surprising that the legal incidents attached to it should have been the subject of much discussion. Lord ELDON, C., in *Crutwell v. Lye* (17 Ves. 335), seems to have treated goodwill as being attached solely to the premises in which the business has been carried on. It is, he said, nothing more than the probability that the old customers will resort to the old place. But this is too narrow for a definition, and it has been suggested that Lord ELDON simply used the phrase for the purpose of illustration. WOOD, V.C., described goodwill more comprehensively in *Churton v. Douglas* (Johns. 174), where he said that it included every advantage that had been acquired by the old firm in carrying on its business, whether connected with the premises in which the business was previously carried on, or with the name of the late firm, or with any other matter carrying with it the benefit of the business; and this conception of goodwill is approved by the judgment of Lord HERSHELL in the present case of *Trego v. Hunt*, though he restates it in different language. It is, says his lordship, the connection formed in the course of the business, together with the circumstances, whether of habit or otherwise, which tend to make that connection permanent, which constitutes the goodwill of a business.

When the goodwill of a business, as thus defined, is sold, the purchaser expects to get the advantage of it, and the law ought to protect him, as far as possible, in the enjoyment of this advantage. If he is properly advised, he will not simply purchase the bare goodwill, but he will secure himself against the competition of the vendor by express covenant. In exceptional cases such covenant may debar the vendor altogether from

entering into the same trade; and if, under the circumstances, such a covenant is reasonably necessary for the protection of the purchaser, the courts will now enforce it, notwithstanding that it is unrestricted. But ordinarily so extensive a covenant is not required, and it is sufficient that the vendor is placed under a covenant restricted either as to time or as to place, or as to both. And it is this indefiniteness as to the restraint to be placed upon the vendor that makes it impossible for the law to intervene in the interest of the purchaser when he has not himself specified his requirements. The law, with its general repugnance to restraint of trade, cannot say that the vendor shall not exercise his calling again; neither, on the other hand, can it make for the purchaser just such a covenant as will meet the necessities of the case. It cannot say within what radius, or for what period, the vendor shall be debarred from starting a fresh business. Hence it has come to be recognized that the vendor of a goodwill is, in the absence of express agreement, at liberty to resume his trade when and where he pleases, the only limitation being that he shall not represent his new business to be the same as the old one. That this is the law was recognized in *Cruttwell v. Lye* (supra); and in *Labouchere v. Dawson* (supra) Lord ROMILLY, M.R., said that all the cases admitted that the vendor was entitled to carry on the same business wherever he pleased, and to solicit customers in any public manner he pleased. The rule was very clearly stated by WOOD, V.C., in *Churton v. Douglas* (supra): "Upon the sale of a goodwill of a business, the vendor is not precluded from carrying on a precisely similar business, with all the advantages that he may be able to require from his own industry and labour, and from the regard people may have for him; and that in a place next door, for example, to the very place where the former business was carried on. And, upon the authorities, it is settled, that if the purchaser wishes to prevent this step from being taken, it is his fault if he does not take care to insert provisions to that effect in the deed." And the principle is well illustrated by *Johnson v. Helleley* (2 D. J. & S. 446), where, upon the sale by the court of the goodwill of a partnership business, a notice was, by order of the court, inserted in the advertisement of sale, that the partners would not by the sale be prevented from carrying on a like business again. In *Trego v. Hunt*, consequently, the House of Lords have treated the rule as unassailable, and the only question has been how to reconcile it with the restriction enforced in *Labouchere v. Dawson*.

In the last-named case Lord ROMILLY had to consider whether the liberty of the vendor of a goodwill to start a competing business enabled him to go so far as to solicit orders from customers of the old business. It is obvious that to do this is to attempt to deprive the purchaser of the very thing which he has bought. Lord ROMILLY held that such conduct was at variance with the principle of equity, that a person may not depreciate the thing which he has sold, and hence it could be restrained by injunction. There was the difficulty that any competition by the vendor constitutes *pro tanto* a depreciation of the goodwill, and it was urged that it was impracticable to draw the line between depreciation of the one kind and of the other. Lord ROMILLY, however, considered that the line could be drawn, and he limited lawful solicitation of business to invitations addressed to the public at large. The vendor of the goodwill is entitled, he said, "to publish any circulars to all the world to say that he is carrying on such a business; but he is not entitled, either by private letter or by a visit, or by his traveller or agent, to go to any person who was a customer of the old firm, and to solicit him not to continue his business with the old firm, but to transfer it to him, the new firm. That is not a fair and reasonable thing to do after he has sold the goodwill."

The decision in *Labouchere v. Dawson* received the emphatic approval of JESSEL, M.R., in *Ginesi v. Cooper & Co.* (14 Ch. D. 596), and, although the injunction actually asked for in the latter case did not go beyond solicitation of old customers, he intimated that the vendor of a goodwill ought equally to be restrained from ever dealing with the old customers. Acting upon the view he had expressed, he granted an injunction thus extended in *Leggott v. Barrett* (15 Ch. D. 306), but the extension was rejected by the Court of Appeal. As BRETT, L.J., pointed out, it went further than restraining the vendor; it restrained also the customers. It not only enjoined him, but enjoined them, for it prevented them from having the liberty which

anybody in the country has of dealing with whom he likes. The case is also noteworthy for the fact that BRETT, L.J., assigned a fresh reason for the rule in *Labouchere v. Dawson*. He put it upon the ground that there was an implied contract on the part of a person who sold a goodwill that he would not immediately after solicit the customers, who were really the people who formed the goodwill.

In *Leggott v. Barrett* the Court of Appeal was concerned only with Sir GEORGE JESSEL's extension of the principles of *Labouchere v. Dawson* to the case of dealing with old customers, and it was not necessary to consider the correctness of *Labouchere v. Dawson* itself. Although, therefore, Lord ESHER expressed his entire concurrence with that decision, the other members of the court JAMES and COTTON, L.J.J., abstained from discussing it. The question arose again in *Walker v. Mottram* (19 Ch. D. 355), where JESSEL, M.R., held that *Labouchere v. Dawson* did not apply to the case of a compulsory alienation of goodwill, and consequently, upon the sale of the goodwill of the business of a bankrupt by the trustee in bankruptcy, the bankrupt, if he starts in business again, will not be restrained from soliciting his old customers. This decision was affirmed by the Court of Appeal, consisting of BAGGALLAY, LUSH, and LINDLEY, L.J.J. The two latter judges assented to the principle of *Labouchere v. Dawson*, though they distinguished the case before them on the ground that the sale by the trustee in bankruptcy did not put the bankrupt under any personal obligation to the purchaser. Lord Justice BAGGALLAY, however, took occasion to doubt the correctness of *Labouchere v. Dawson*, and he thus opened the way for the attack made upon it in *Pearson v. Pearson* (supra).

In *Pearson v. Pearson* the Court of Appeal was composed of BAGGALLAY, COTTON, and LINDLEY, L.J.J. The two former judges were of opinion that *Labouchere v. Dawson* was wrongly decided, and it was accordingly overruled. LINDLEY, L.J., dissented. Considering that the case in question had stood since 1872, and had received the emphatic approval of judges of great eminence, there seems to be singularly little substance in the judgments of the majority. BAGGALLAY, L.J., contented himself with saying that the case went beyond previous decisions, and in his opinion without sufficient reason. COTTON, L.J., took the ground that it was impossible to draw the line between what the vendor of goodwill could admittedly do, and what, according to *Labouchere v. Dawson*, he was forbidden to do. "I cannot see," said he, "where to draw the line; if the vendor may by his acts invite the old customers to deal with him, and not with the purchaser, why may he not apply to them and ask them to do so?" LINDLEY, L.J., also admitted that the principle of *Labouchere v. Dawson*—that a man may not derogate from his own grant—would, if logically carried out, prevent the vendor from carrying on the same sort of business as he had sold, but at the same time he assented, as he had previously done in *Walker v. Mottram* (supra), to the application of the principle which had been made by Lord ROMILLY.

The House of Lords have now in *Trego v. Hunt* rejected the strict reasoning of COTTON, L.J., and have preferred instead the practical compromise sanctioned by *Labouchere v. Dawson*. It remains true that any competition by the vendor of a goodwill detracts to some extent from the value of the subject-matter which has been sold, but, for the reasons already stated, such competition must be avoided, if at all, by the express stipulations of the parties. The law cannot, consistently either with convenience or with the authority of cases settled too decisively to be assailed, determine and enforce the exact measure of protection which the purchaser requires. In the same way, if the attempt was made to apply to this extent the doctrine of implied agreement, it would be in practice impossible to define exactly the terms of the agreement which is to be implied. But though it may be thus impracticable to compel the vendor of a business to act towards the purchaser with scrupulous fairness, there is no reason why the law should not interpose directly its interposition can be rested on a certain basis. In *Labouchere v. Dawson* Lord ROMILLY set up a clear and practical distinction between the indirect depreciation of goodwill which results from mere competition in business and the direct depreciation which results from solicitation of old customers. The same distinction is re-stated in Lord HERSCHELL's judgment in *Trego v. Hunt*. In the former case, observed his lordship, the

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vendor of the goodwill only does that which any member of the public may do. "But when," he continued, "he specifically and directly appeals to those who were customers of the previous firm, he seeks to take advantage of the connexion previously formed by his old firm, and of the knowledge of that connexion which he has previously acquired, to take that which constitutes the goodwill away from the persons to whom it has been sold, and to restore it to himself." This is obviously wrong, and the law ought to interpose to prevent it, although it cannot interpose to secure ideal justice for the purchaser. "The difficulty," said Lord DAVEY, "of doing complete justice should not prevent us from meting out such scanty measure of protection to the purchaser of a goodwill as the circumstances permit of." It will still be as necessary as ever for the legal adviser of the purchaser to see that his client is protected, by a suitable stipulation, against the competition of the vendor. Where, however, there is no such stipulation, and the sale is simply of the goodwill, the law will no longer altogether withhold its assistance from the purchaser, but will at least secure him against direct attempts, by solicitation of the customers of the business, to deprive him of the very property for which he has paid his money.

BAD TASTE AS A DISQUALIFICATION FOR PARLIAMENT.

THE stability of a seat in the House of Commons is rendered immeasurably less secure by the judgment in the Southampton election petition. Far be it from us to say that it is not sound law, as the law stands. But this judgment makes it clear that Parliament has failed in the main object of transferring the trial of election petitions from a committee of the House to the judges. That object was that the judgments should be guided by principles of law and not by the caprice of a party vote. The result is that the event depends upon the notions or caprice of a judge or two upon a question of Good Form or Bad Taste; a subject upon which it is axiomatically impossible to form a standard upon which many will agree.

The facts of the Southampton petition bring this out very strongly. Mr. TANKERVILLE CHAMBERLAYNE and Sir J. SIMEON were charged with treating and corrupt practices generally, and were acquitted of all the charges. But it was proved that an agent had paid two shillings for the railway fare of an outvoter from Winchester. This was a technical illegality which vitiated the election. The judges, however, have power to relieve candidates from the consequences if the illegality be trivial, unimportant, and limited in its character. The judges held that it was trivial, unimportant, and limited in its character; and were prepared to grant relief "if the members had taken all reasonable means to prevent corrupt and illegal practices." This would seem to follow from the fact that the judges had already found that there were no corrupt or illegal practices. But that is not the judicial view. Mr. CHAMBERLAYNE, who seems to have been the leading character and rather a lively person, had behaved differently from Sir J. SIMEON, who tamely played the second fiddle. The former attracted more popular attention, and his carriage was at one time followed by a procession of enthusiastic costermongers, who behaved much after the fashion of Mr. BOB SAWYER. One of them clambered up the carriage and sat on the hood flourishing a beer can as a symbol of opposition to Local Veto, and shewing some signs that his opposition was practical as well as theoretical. Another invaded the box seat. Mr. CHAMBERLAYNE behaved like Mr. PICKWICK, and tolerated what he did not initiate. The electors of Southampton appear to have liked him all the more for this forbearance, as DICKENS certainly would have done. They placed him at the head of the poll, with Sir J. SIMEON a poor second. But the judges were shocked, and thought that the toleration of such a procession might have encouraged drinking, and should have been evaded by some "pious fraud." Therefore Sir J. SIMEON, who was not honoured with the enthusiastic admiration of the costers, retains his seat, while Mr. CHAMBERLAYNE is cast into outer darkness. It is one thing to win a seat, and another to keep it. For the latter purpose a tame candidate is better than a lively one.

But what is to be the standard? Nothing, apparently, but

the idiosyncrasies of particular judges on the question of taste. Of course, it is impossible to imagine Mr. Justice WRIGHT or Mr. Justice BRUCE ever having been the centre of an admiring crowd of seaport costermongers, or having been able to get out of it the enjoyment which Mr. CHAMBERLAYNE seems to have derived, and which a DICKENS or a SALA would certainly have experienced. But it would not be difficult to name other judges (perhaps not now on the bench) who have gone through such incidents, and found them tolerable, and even enjoyable. If questions of taste, however, are to be the criterion, where are we to end? We can imagine a judge, fastidious in the matter of dress, giving judgment to the following effect:—"This election has been pure, but there has been one technical illegality, trivial and unimportant; but I cannot consent to grant relief because the candidate was guilty of the shocking indiscretion of wearing a bright yellow waistcoat on the polling day, an act which he must have known was calculated to incite to a breach of the peace." Imagine the late MATTHEW ARNOLD a judge of election petitions; not CROMWELL's soldiers would have cleared the benches of the House more effectively than he. All the barbarians would be evicted for their want of intellect, the Philistines for their narrow-mindedness and cant, and the populace for its vulgarity; until only a remnant were left, probably too fastidious to do any practical work.

No doubt such an extreme as this is extravagant: not practical politics. But within the range of practical matters there is ground for serious reflection upon the consequences, if the judges are to set up a variable standard of taste in which there is no constant quantity, and which is *ex post facto* and cannot be gauged beforehand. It will be necessary to settle the rota of election judges before the election and allot their districts, so that candidates and electors may make a fair guess at the standard by which they will be measured. One thing is certain: in any district to which Mr. Justice WRIGHT and Mr. Justice BRUCE are allotted, there will be joy among the tame, but among the lively lamentation and mourning and woe.

REVIEWS.

LANDLORD AND TENANT.

THE RELATIONSHIP OF LANDLORD AND TENANT. By EDGAR FOA, Barrister-at-Law. SECOND EDITION. Stevens & Haynes; Waterlow & Sons (Limited).

When this book appeared, we predicted for it a place as a standard treatise on the modern law of landlord and tenant. We are glad to see it now in the orthodox size and shape appropriate to a work on so extensive a branch of law. The present edition retains the characteristics of careful collection of decisions and concise statement of their effect, which, in using the first edition in practice, we have found of much value. There has been a careful revision of the text, and the decisions which have occurred since the last edition have been collected from a great variety of sources; the *Times Law Reports* figuring somewhat largely. The value of this completeness of reference is obvious, and is well illustrated (together with the author's clear and satisfactory method of treatment) in the portion of the book relating to disclaimer by a trustee in bankruptcy. We think that the work will be found of great service to the practitioner.

BOOKS RECEIVED.

Income Tax; How to get it Refunded. Instructions for assessment and appeal, and for obtaining from the Inland Revenue repayment of Income Tax deducted from Government pay and pension, annuities, coupons, dividends, rent, interest, &c., also repayment of Income Tax, over-assessed commercial, and professional incomes, on premiums of Life Assurance policies, and on contracts for deferred annuities. By ALFRED CHAPMAN, Esq. Twelfth Edition. Effingham Wilson & Co.

The Rights and Liabilities of Landlord, Tenant, and Lodger, in respect of Letting and Occupation of Houses and Flats; also their rights as voters both for Parliament and Local Boards, and practical information and advice as to the necessary preliminary considerations and inquiries on taking a house. With appendix of Forms of Agreements, Notices, &c. New and enlarged edition. By J. A. DE MORGAN, Esq., B.A., Barrister-at-Law. Effingham Wilson & Co.

It is announced that the Yorke prize for 1895 at Cambridge, offered for an essay on "Theories of Possession," is not awarded, no exercises having been sent in.

CORRESPONDENCE.

RE BELL, JEFFERY v. SAYLES.

[To the Editor of the Solicitors' Journal.]

Sir,—I read with much interest the report in your issue of the 16th ult. and the article and correspondence in your issue of the 7th inst. on this case, but so far as it is possible, to judge from the particulars at present reported, I do not see that the decision involves the consequences attributed to it; at any rate as regards mortgages executed since 1881.

The Conveyancing Act of 1881, s. 22, provides that "the receipt in writing of a mortgagee shall be a sufficient discharge for any money or securities comprised in his mortgage or arising thereunder." Mr. Wolstenholme has a note in his book on the Act that this section only applies to mortgages executed after the commencement of the Act—i.e., after 1881.

The mortgage in this case was before 1881, but as regards mortgages after 1881 the power of a mortgagee (even though a trustee—Trustee Act, 1893, s. 20) to give a good discharge for the security comprised in his mortgage, seems clear. Whether the trustee of a beneficial interest mortgaged can be compelled to pay to the mortgagee the whole share, or only the principal interest and costs due to him, is another question.

The effect of this decision I take to be that the mortgagee of such an interest can compel the trustee to pay out of the fund mortgaged the amount of his principal, interest, and costs, but cannot compel payment of any balance of the fund. If this is so, what is the injustice or inconvenience of this decision? It seems perfectly consistent for a trustee to be in the position of being able to pay the whole fund to the mortgagee, while at the same time he can only be compelled to pay to the mortgagee principal, interest, and costs, and can turn himself into an amateur court of chancery for administering the balance. If it is, however, the duty of a trustee to turn administrator, that is equivalent to saying that the first mortgagee cannot give him a good discharge, which, in the case of a mortgage since 1881, is to fly in the face of the Conveyancing Act.

Circumstances may easily arise in which it may be useful for a trustee to be able to take advantage of this decision and to administer the fund—e.g., if the trustee's solicitor also represents the mortgagor or his trustee in bankruptcy, for the trustee to administer the fund would save the trust property from being banded to and fro among mortgagees and back to his solicitor.

However, it is ill arguing on a decision which has not yet been fully reported, and I hope that the full report will put an end to, and not increase, confusion.

ARTHUR S. LEGG.

6, New-square, Lincoln's-inn, W.C., Dec. 10.

[See observations under heading of "Current Topics."—ED. S. J.]

THE PRACTICE OF THE PERSONAL APPLICATION DEPARTMENT OF THE PUBLIC REGISTRY.

[To the Editor of the Solicitors' Journal.]

Sir,—The enclosed correspondence between ourselves and the senior registrar of the Probate Division may interest some of your readers.

W. & H.

The following are the letters referred to by our correspondents:—

[Copy.]

London, W.C., 6th December, 1895.

—deceased.

Sir,—We wish to bring under your notice the practice of the Personal Applications Department, as exemplified in this case.

We recently received instructions to apply for letters of administration, and prepared a draft of the Inland Revenue affidavit. A good deal of the information required was not in the possession of the family, and we had to obtain it elsewhere.

There was a voluminous bundle of claims, some ninety in number, which we had to go through in order to separate the debts due by the deceased from those incurred after his death.

A difficulty arose as to finding sureties, and the matter was delayed for some time on this account.

A few days ago a member of the family called upon us and asked for the loan of the list of assets. The draft affidavit was accordingly handed to him, and, as supposed, he was going to shew it to some intending surety.

We find, however, that the draft affidavit was taken to the Personal Applications Department, through which the matter was promptly completed.

The questions which we wish respectfully to put to you are two:—

1st. Whether you consider it right that the department should

make use of a draft affidavit prepared by a solicitor, and bearing name and address, without in any way communicating with the solicitor.

In the present case, not only had we taken much trouble to get the materials together, but we had actually paid fees to other persons for giving us the necessary information.

Our second point is whether the department take any steps to satisfy themselves that persons proposing themselves as sureties are suitable, because it was in connection with this point that we found the difficulty which the department has so readily surmounted.—We are, Sir, your obedient servants, W. & H.

The Senior Registrar, Probate Registry, Somerset House.

Principal Probate Registry, Somerset House, London, W.C.
9th December, 1895.

—deceased.

Gentlemen,—I have to acknowledge your letter of the 6th inst. with reference to the above case, and in reply I have to state that the question whether the client was right in using the draft affidavit handed to him by his solicitor is one entirely between the solicitor and his client, and could not be entered into in the Personal Applications Department.

The department is required to take care (as far as possible) that sureties to administration bonds are responsible persons (rule 41). I may add that it is open to anyone intending to oppose the issuing of a grant to enter a caveat, and subsequently to make application for justifying security, if it is considered desirable so to do.—I am, Gentlemen, your obedient servant, D. H. OWEN, Senior Registrar.

Messrs. W. & H.

TRUST INVESTMENTS.

[To the Editor of the Solicitors' Journal.]

Sir,—We shall be obliged if you or some of your readers will furnish us with any authorities referring to the following question.

Under a trust for the separate use of a married woman without power of anticipation, the woman having an absolute power of appointing by deed or will, are the trustees in making investments confined to trust investments, or can they safely make any investment the married woman may select?

You will observe that without the restraint on anticipation the married woman, even during coverture, could, under such a trust, call upon the trustees to transfer the trust funds to herself absolutely.

SUBSCRIBERS.

[The effect of the restraint on anticipation being to prevent the married woman from exercising her power of appointment during coverture, "the primary duty of the trustees," which is "the protection of the fund" (see *Sawyer v. Sawyer* (23 Ch. D. 595, at p. 603) continues; and if they invest on unauthorized investments, at the instigation or request, or with the consent in writing of the beneficiaries, they will have to trust for their indemnity to section 45 of the Trustee Act, 1893. The exercise of the power of impounding under that section is discretionary, and it may be that the burden will be imposed on the trustee of shewing that the married woman beneficiary who requested or consented to the unauthorized investments, had a full knowledge of all the circumstances relating to them: see the judgment of Fry, L.J., in *Sawyer v. Sawyer* (ubi supra).—ED. S. J.]

We are glad to hear that that the recent smoking concert in aid of the Royal Courts of Justice (Staff) Sick and Provident Fund over which Mr. T. T. Bucknill, Q.C., M.P., presided, resulted in the sum of £102 11s. being placed to the credit of the fund.

On Saturday afternoon the shooting prizes won during the past volunteer year by members of the Inns of Court R. V. were distributed by Viscountess Wolsley, who was accompanied by the Commander-in-Chief, in the Inner Temple-Hall. Mr. Justice Grantham, who occupied the chair, in the course of his speech said that at the time of the Armada judges and barristers enrolled themselves for the purpose of protecting their Queen. In the time of Charles I., again, the Inns of Court were to the fore, and 500 members enrolled themselves and marched down to Westminster to protect the king and Parliament against the armed mob swarming round the Houses of Parliament and the Courts. During the same period, also, they formed a mounted corps. Passing to later times, they all remembered the occasion when the corps obtained the great distinction of being named by George III. As they marched past at a review the king asked of what class that fine body of men was composed. "Lawyers," said Lord Erskine. "Lawyers, all of them?" asked the king. "Yes, your Majesty," Lord Erskine replied. "Then," said the King, "call them the Devil's Own." Lord Wolsley also delivered an address. The old drums used by the Devil's Own in the time of George III. were exhibited in the hall, and the uniform of the times worn by his great uncle, a member of the corps, was exhibited by Mr. Justice Grantham.

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CASES OF THE WEEK.

Lunacy.

Re CATHERINE SALT—C. A. No. 2, 5th December.

LUNACY ACT, 1890 (53 VICT. C. 5), ss. 116 (2), 120 (h)—SETTLED LAND—TENANT FOR LIFE—RECEIVER DULY CONSTITUTED—POWER OF LEASING—ORDER AUTHORIZING EXERCISE OF POWER—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), ss. 6, 62.

The Official Solicitor having been duly appointed receiver under section 116 of the Lunacy Act, 1890, of the estate of Catherine Salt, a lunatic lawfully detained but not so found by inquisition, applied to the court for an order under section 120 of the same Act that he might be at liberty to execute the powers of leasing vested in the lunatic, as tenant for life of certain property, under the will of her late husband. The receiver desired to execute a lease of a public-house, known as the Forge Inn, Cardiff, to an intending lessee, and the Master had found that the proposed lease would be beneficial to the estate of the tenant for life and the remaindermen. When the application went before Kay, L.J., it was supposed to be determined, or at any rate prejudiced by *Re Baggs*, a note to the case of *Re X*. (42 W. R. 657; 1894, 2 Ch. 415). Counsel for the application urged that full power was given to the judge to make the order under section 120 (h) of the Lunacy Act, 1890, and if *Re Baggs* (*ubi supra*) had the effect which it was supposed to have, the result would be that in every case where a power of leasing was required to be exercised the expense of an inquisition and the appointment of a committee must be incurred even in small estates.

THE COURT (A. L. SMITH and RIGBY, L.J.J.) made the order.

A. L. SMITH, L.J., read the following judgment: This is an application by the Official Solicitor, who has been appointed under section 116 of the Lunacy Act, 1890, to exercise the powers of a committee of the estate of Catherine Salt, a person lawfully detained as a lunatic though not so found by inquisition, for an order under section 120 of that Act, that he may be at liberty to execute the powers of leasing vested in Catherine Salt as tenant for life in the property in question under the will of her late husband; and in particular to execute a lease of a public-house called the Forge Inn, Cardiff, to an intending lessee; and the question is whether such an order can be made. The proposed lease has been found by the Master to be a beneficial lease to the estate of Catherine Salt and the persons entitled in remainder. It is not a lease within the powers of leasing contained in the will, and the leasing powers in part iv., section 6, of the Settled Land Act, 1882, will have to be resorted to. By section 120 of the Lunacy Act, 1890, it is enacted, "The judge may by order authorize and direct the committee of the estate of a lunatic" (in which position the present applicant stands by virtue of section 116 (2)) to (h) "execute any power of leasing vested in a lunatic having a limited estate only in the property over which the power extends." If the lease proposed to be executed had been a lease within the power contained in the will it would clearly have been within the express terms of this section; for Catherine Salt had a limited estate only in the property in question, she being tenant for life thereof. By section 6 of the Settled Land Act, 1882, it is enacted that "a tenant for life may lease the settled land or any part thereof," to state it shortly, in the way proposed to be done in the present case. *Rebus sic stantibus*, where is the difficulty? It appears to me that there is no difficulty whatever, for the case falls within the express terms of the two Acts. But it is suggested that there is a decision in this court of *Re Martha Baggs* (a widow) reported in the note to *Re X*. (*ubi supra*), which stands in the way. In my judgment it does nothing of the kind. In that case an application was made under section 116, sub-section 2, of the Lunacy Act, 1890, not for an order to lease, but for an order to "sell property 'belonging' to the lunatic," she having only a life estate therein, and this court held that the applicant could not bring that case within that sub-section, because the property did not "belong" to the lunatic, she having only a life interest therein, and that he could not bring the case within the powers of sale contained in the Settled Land Act of 1882, s. 62, because that section only applied to a tenant for life who was a lunatic so found by inquisition, which Martha Baggs was not; and this court therefore held that it was a case not provided for by either the Lunacy Act, 1890, or the Settled Land Act, 1882. But in my judgment the present case is expressly in terms provided for by section 120 of the Lunacy Act, 1890; and section 6 of the Settled Land Act, 1882, is not confined as regards powers of leasing to lunatics so found by inquisition, as section 62 of that Act is. We are not, therefore, fettered by this case, for it does not apply to the present case, and in my judgment an order giving power to execute the proposed lease can be legally made, and we make such order accordingly.

RIGBY, L.J., gave judgment to the same effect. Application allowed. COUNSEL, *Engle Joyce*. SOLICITOR, *The Official Solicitor*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

Court of Appeal.

Re LORD AND BRADBURY AND FULLERTON'S CONTRACT—No. 2, 5th December.

VENDOR AND PURCHASER—WILL—TRUST FOR SALE—PARTIAL DISCLAIMER BY TRUSTEE—VALIDITY—TITLE.

This was an appeal from the Vice-Chancellor of the County Palatine Court of Lancaster. By his will, dated the 26th of September, 1888, Samuel Lord appointed five gentlemen as executors and trustees of his

will, and devised the whole of his estate to them upon trust to sell. The testator died on the 23rd of May, 1889, and his will was proved on the 15th of July, 1889, by three out of the five named executors, power being reserved for the other two, Samuel Lord (the son) and John S. Lyell, to come in and prove. Lyell, by deed, subsequently renounced probate and disclaimed all the trusts of the will. Lord, by deed poll dated the 15th of February, 1890, declared that he had refused to act as trustee for any property situate without the bounds of the United States of America, he being then resident in the United States. The three trustees who had proved the will contracted to sell part of the property to Hugh Fullerton on the 22nd of March, 1895. Objection was taken on the purchaser's part that a good title was not disclosed in the vendors, and that the concurrence of Samuel Lord, junior, was necessary. After correspondence, a summons was taken out, by arrangement, under the Vendor and Purchaser Act, 1874 (37 & 38 VICT. C. 78), for the opinion of the court on the title. The Vice-Chancellor found that one of the trustees could disclaim as to a portion only of the estate, and that therefore a good title was disclosed in the vendors. The purchaser appealed, and submitted that on the evidence there was a clear statement that the disclaiming trustee had intermeddled, both as trustee and executor, as to property situate in America; there was a clear intention to disclaim English estates, and to intermeddle in American estates. On the authorities such a disclaimer was absolutely nugatory. A trustee could not get rid of part of his estate; he must get rid of all or none. The following cases were referred to:—*Ward v. Butler* (2 Moll. 533), *Mucklow v. Fuller* (Jac. 198), *Re Gordon, Roberts v. Gordon* (6 Ch. D. 531, 26 W. R. Dig. 281), *Cummins v. Cummins* (3 Jo. & Lat. 64, at p. 92), *Urch v. Walker* (3 M. & Cr. 702). For the vendors it was urged that the exclusion of immovable real property situate abroad would not help one way or the other; the trustee did not claim administration to any property included in the probate. The true construction of the deed was that Lord was in doubt as to the trust property in America, but clearly made up his mind to disclaim the English property.

THE COURT (LINDLEY, A. L. SMITH, and RIGBY, L.J.J.) allowed the appeal.

LINDLEY, L.J., in the course of his judgment, said that the point was a short one but an important one. If the deed poll could be read as an absolute disclaimer of the office of trustee, the purchaser's objection would be untenable. On its true construction, in accordance with the language used, it was only a partial disclaimer, and it was not competent for a trustee to rely upon a partial disclaimer of the office of trustee or executor, or of part only of the property. If he accepted office, he had accepted the trusts, and must accept the whole or none. All the cases bore this out. Even if there were no mixing up of personal and real estate, Mr. Warmington's answer would not be complete. A testator with property abroad, if he were a wise man, would appoint two sets of trustees, one set for the property situate in England, and another set for that situate abroad. But if he said he would have five trustees, and they should all act, one of such trustees could not act in part and not in the whole. The appeal must be allowed.

A. L. SMITH and RIGBY, L.J.J., gave judgment to the same effect, and said the trustees and executors were responsible equally for the personal estate both here and in America. Appeal allowed.—COUNSEL, *Furvell, Q.C.*, and *Norris*; *Warmington, Q.C.*, and *W. H. Cochrane*. SOLICITORS, *Ford & Ford*, for *Richard Higham*, Manchester; *Field, Roscoe, & Co.*, for *Yates, Johnson, & Leach*, Liverpool.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

BADISCHE ANILIN UND SODA FABRIK v. HENRY JOHNSON & CO. AND THE BASLE CHEMICAL WORKS—No. 2, 4th December.

PRACTICE—SERVICE OUT OF THE JURISDICTION—ACTION FOR INFRINGEMENT OF PATENT—INJUNCTION—R.S.C., XI., 1 (f).

Appeal *ex parte* from a decision of North, J., in chambers. The plaintiffs are the owners of an English patent for dyes, and applied for leave to issue a concurrent writ in the action and to serve notice of it on the second defendants at their place of business, Basle, out of the jurisdiction of the court. By their writ in the action they claimed an injunction restraining the defendants, their servants and agents, from importing into England and from manufacturing, selling, supplying, and using in England dyes manufactured according to the patent, or in any manner only colourably differing from the same, and generally from infringing the plaintiffs' rights under the patent. The plaintiffs also claimed damages and other consequential relief. The evidence was to the effect that the Basle company manufacture at Basle a dye which is an infringement of the plaintiffs' patent, and import it into this country, the defendants, Henry Johnson & Co. having so bought some. The first defendants, when served with the writ, stated that they did not intend to enter an appearance, and would submit to a perpetual injunction. R.S.C., ord. xi., r. 1 provides: "Service out of the jurisdiction of a writ of summons, or notice of a writ of summons, may be allowed by the court or a judge whenever (*inter alia*) (f) any injunction is sought as to anything to be done within the jurisdiction, or any nuisance within the jurisdiction is sought to be prevented or removed, whether damages are or are not also sought in respect thereof." North, J., refused the application to allow notice of such writ to be served, and the plaintiffs appealed *ex parte* to the Court of Appeal, and urged that the case came exactly within the rule. The following cases were relied on: *Marshall v. Marshall* (38 Ch. D. 330, 36 W. R. Dig. 161), *Elmelle v. Boursier* (18 W. R. 665, L. R. 9 Eq. 217), *Von Heyden v. Neustadt* (28 W. R. 496, 14 Ch. D. 230).

THE COURT (LINDLEY, A. L. SMITH, and RIGBY, L.J.J.) allowed the appeal.

LINDLEY, L.J., said no doubt the case was one of great importance, and they were all agreed that a *prima facie* case had been made out within ord. 11, r. 1. The plaintiffs were *bond fide* seeking an injunction to restrain foreigners from delivering goods, which were an infringement of an English patent, into this country. The evidence shewed that the defendants' method was merely a colourable evasion of delivery in England. A *prima facie* case having been made out, leave to issue a concurrent writ and serve notice of it without the jurisdiction ought to be granted.

A. L. SMITH and RIGBY, L.J.J., concurred. Appeal allowed.—COUNSEL, Moulton, Q.C., and W. N. Lawson. SOLICITORS, J. H. & J. Y. Johnson.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

PROUT v. COCK—North, J., 7th December.

PRACTICE—REDEMPTION ACTION—PARTIES.

This was a redemption action, the plaintiffs being two infants, and the question to be determined was whether the action was properly constituted. On the 6th of July, 1878, Abraham Prout mortgaged certain property to the defendant for £550 at five per cent. By his will, dated the 30th of May, 1882, Abraham Prout made the following devise: "I desire that all my property in Penamworth, Cornwall, consisting of four houses and one and three-quarter acres of land, be made over to my wife, Elizabeth Prout, and my two children, Abraham and Samuel John Prout. The property is on no account to be sold or mortgaged; a mortgage of £550 is on the said property. . . . I desire that during my children's minority my wife should receive all income that may accrue from the property, and that when they are all of age the property shall be equally divided between my wife and children, whichever of them may be living at that time. I desire that my wife's sister should live with my wife, and in the event of my wife's death before my children become of age that she shall have the care of them." Elizabeth Prout, the widow, mortgaged her interest under the will, and died, and it was contended that her mortgagee ought to be a party. *Laxton v. Eddle* (19 Beav. 321) was cited.

NORTH, J.—It is clear that I could not give judgment in favour of the plaintiffs upon the present record. The legal personal representative of the wife or her mortgagee ought to be a party. Under the words in the first part of the will, if they stood alone, the wife and children would take either as tenants in common or joint tenants. Then it is provided that the wife shall not sell or mortgage the property, and the testator clearly looks upon the wife as the person to redeem the existing mortgage. It is said that there is some trust of the income the wife was to receive, and that she was bound to spend part in the maintenance of the children; but I can see no ground for this: the income is given to her during the minority of the children. On the construction of the will she takes the whole income. The case of *Laxton v. Eddle* is very like this. The mortgagee of the widow is only joined in another capacity, and the record is incomplete. I order the plaintiffs to pay the costs. I give leave to amend, but it is desirable for the advisers of the plaintiffs to consider that the refusal of a redemption order is equivalent to an immediate decree for foreclosure, and that an infant does not have a day to show cause if his action for redemption is dismissed.—COUNSEL, Rylands; Daumey. SOLICITORS, G. K. Wright, for E. L. Carlyon, TRURO; Street, Poynder, & Whalley.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

WOOD v. WEST—Stirling, J., 10th December.

MORTGAGE—ACTION FOR FORECLOSURE BY FIRST MORTGAGEE OF TWO PROPERTIES—MARSHALLING AGAINST PURCHASER OF EQUITY OF REDEMPTION OF ONE PROPERTY.

This was an action by a mortgagee to enforce his securities, raising a question as to the plaintiff's right to marshal under the following circumstances:—In the year 1880 Mrs. West (then Miss Tindall) was entitled to two properties—first, to an undivided share in certain property (hereinafter called the Tindall property) under the will of G. Tindall; and, secondly, to certain property (hereinafter called the Fooks Cray property) under a contract to purchase. By an indenture of mortgage dated the 15th of March, 1880, and made between Miss Tindall of the one part and Allen and Stenning of the other part, Miss Tindall mortgaged all her interest in the Tindall property to Allen and Stenning in fee to secure £1,000 and interest, and by a memorandum of charge of the same date she charged her interest in the Fooks Cray property with the payment of the same £1,000, and agreed to execute a legal mortgage thereof to Allen and Stenning. On the 7th of September, 1880, the Fooks Cray property was conveyed to the use of Miss Tindall in fee. On the 13th of June, 1881, Miss Tindall married J. S. West. In contemplation of that marriage two settlements were executed on the 13th of June, 1881. By the first of such settlements made between Mrs. West (then Miss Tindall) of the first part, J. S. West of the second part, and A. T. Tindall and George Hembury of the third part, Mrs. West conveyed the Fooks Cray property to the said A. T. Tindall and G. Hembury in fee upon trust, with the consent of Allen and Stenning, whilst any monies should remain owing to them and after all such monies should be paid at the request of Mrs. West, to sell the same and stand possessed of the proceeds of sale upon trust to pay thereout so much of the said principal sum of £1,000 and the interest thereon as might then be owing, and also certain costs and other monies therein mentioned which were or would become owing to Stenning in respect of work done by him as a solicitor,

and to hold the residue of the proceeds of sale and so much of the Fooks Cray property as should not be sold, in trust for such persons as Mrs. West should appoint, and in default of appointment upon the trusts therein mentioned. By the second of such settlements made between the said J. S. West of the first part, Mrs. West of the second part, and the defendants H. Bland and J. T. West of the third part, Mrs. West granted and assigned to the said H. Bland and J. T. West in fee, upon trusts for the benefit of Mr. and Mrs. West and the children of their marriage, all the interest of Mrs. West in the Tindall property, subject, nevertheless, to the said mortgage of the 15th of March, 1880, and the £1,000 thereby secured. The said G. Hembury died in May, 1888. By an indenture of transfer dated the 28th day of February, 1890, the said sum of £1,000, and all interest due, or to accrue due thereon, and all securities for the same were transferred by Allen and Stenning to Stenning and Thorowgood upon a joint account, and by the same indenture the Tindall property and the Fooks Cray property were conveyed to the use of Stenning and Thorowgood in fee simple, subject to such equity of redemption as the same were then subject to. By an indenture dated the 20th of March, 1890, made between the said A. T. Tindall of the first part, Stenning and Thorowgood of the second part, Stenning of the third part, and Mrs. West of the fourth part, after reciting that the said principal sum of £1,000 was still owing to Stenning and Thorowgood, and that there was owing to Stenning the sum of £678, it was witnessed that the Fooks Cray property was conveyed and appointed to the use of Stenning and Thorowgood in fee simple, freed and discharged from the trusts of the said hereinbefore first-mentioned settlement of the 13th of June, 1881, but subject to a proviso for reconveyance, upon payment by Mrs. West of £1,678 and interest. As to this sum of £678, it was at the trial admitted that it partially consisted of moneys advanced by Stenning to meet interest upon the £1,000. In 1891 parts of the Fooks Cray property were sold, and the proceeds were applied in part payment of the said principal sum of £1,000. By an indenture of transfer dated the 11th of May, 1892, so much of the sum of £1,000 as then remained unpaid, and all moneys then owing on the security of the said indenture of the 15th of March, 1880, and all interest then due, or to become due thereon, and the benefit of all securities for the same, and also the said sum of £678 secured to Stenning by the said indenture of the 20th of March, 1890, and all interest then due, or to become due thereon, and the benefit of all securities for the same, and all rights (if any) of marshalling incident to either of the said sums were respectively assigned to the plaintiff absolutely. The action was brought by the plaintiff to enforce his said securities against Mrs. West, and also against Messrs. Bland and J. T. West, the trustees of the said secondly-mentioned settlement of the 13th of June, 1881. By paragraph 3 of the claim the plaintiff claimed a declaration that, in taking the account of what was due to him he was entitled to marshal his securities, and to charge the Tindall property (in effect), not only with the portion remaining unpaid of the principal sum of £1,000, but also with the sum, the proceeds of sale of the Fooks Cray property, so applied as aforesaid in part payment of the said sum of £1,000.

STIRLING, J., after stating the facts, said: The question I have now to decide is whether any right of marshalling did exist on May 11, 1892. What is the law applicable to the case? It was settled by the cases of *Barnes v. Reekster* (1 Y. & C. C. 401), and *Bugden v. Bignold* (2 Y. & C. C. 377). [His lordship read a portion of the Vice-Chancellor's judgment in the latter case at p. 398.] Now what are the circumstances here? The rights of the parties appear to be as they were at the dates of the execution of the two deeds of 1881. It is said that from internal evidence the deed relating to the Tindall property must be taken to have been executed first. To my mind that does not seem very material. It seems to me that these two deeds were executed as parts of one and the same transaction. The result of these two deeds is that, with the knowledge of the parties interested, the Fooks Cray property becomes a security for the costs due to Stenning, the solicitor, and the Tindall property was settled upon the ordinary trusts of a marriage settlement. Now what right had either party to marshal? To my mind both stand on the same footing, both are purchasers for valuable consideration, and I can see no reason why the mortgagees should be entitled to marshal as against the persons entitled under the settlement. The person to assert this equity must make out a clear case, and in this case above all others the solicitor ought to have made it clear that he was to have the right to marshal. His lordship therefore refused to make the declaration asked for.—COUNSEL, Hastings, Q.C., and Heath; Phipson Beale, Q.C., and John Henderson. SOLICITORS, G. R. F. H. Tocque; Thorold Brodie & Bonham Carter; Forster, Frere, & Co.

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

Re EARL OF STAMFORD, PAYNE v. STAMFORD—Stirling, J., 3rd and 4th December.

TRUSTEE—RESIDENT "ABROAD"—APPOINTMENT OF NEW TRUSTEE—SOLICITOR FOR THE TENANT FOR-LIFE.

This was a summons taken out by the trustees of the will of the late Earl of Stamford to determine whether or not a certain indenture dated the 28th of August, 1895, and made by the Countess of Stamford, the tenant for life under the said will, and being a deed of appointment of a new trustee in the place of a trustee who had gone abroad was a valid appointment under the circumstances of the case, which were as follows: The late Earl of Stamford died on the 2nd of January, 1883, having made his will on the 26th of January, 1875, whereby he appointed Arthur F. Payne, Robert Cocks, and Henry Ball executors and trustees thereof. The will was duly proved by these three persons, who were still alive. The trusts of the will were extremely long and complicated, but were shortly

stated by Stirling, J., in his judgment to the following effect: The testator devised four estates in Staffordshire, Leicestershire, Cheshire, and Lancashire respectively to the use of his trustees, their executors, administrators, and assigns, during the life of the Countess, upon certain trusts for her benefit, and he directed the said trustees to set apart out of the rents and profits of these estates the sum of £12,000 per annum, to be applied in aid of his personal estate in or towards the discharge of his debts and the legacies and annuities given by his will, such payment and application to be in the absolute discretion of his said trustees. After the death of the Countess the said estates were devised to uses in favour of different families, but in respect of the Lancashire estates the testator created a term therein of 1,000 years, and limited the same to the trustees upon trust to apply the rents and profits firstly in payment of debts and then in redeeming the mortgages on the four Shire estates. The residuary estate was bequeathed to the trustees upon trust to convert the same into money, to pay thereout funeral expenses, debts, and legacies, and then to apply the surplus, if any, toward the discharge of the mortgages, with remainder to the Countess absolutely. The testator, after giving various legacies, general and specific, then declared that if either of his trustees or any trustee thereafter appointed should die in his lifetime or decline to act or, having survived him, should die, or be abroad, or desire to be discharged, or refuse, or become incapable to act, then, and in every such case, it should be lawful for the Countess, during the continuance of the estates limited in trust for her benefit, and afterwards for the surviving or continuing trustee, or the executors of the last surviving or continuing trustee, to appoint a new trustee or new trustees. The personal estate was insufficient to pay the debts in full, and had long since been exhausted. All the simple contract debts had been paid, but there remained mortgages to the amount of £800,000 and annuities of nearly £4,000 still undischarged. The executors had assented to the specific legacies, and had paid all the pecuniary ones, but no personal estate remained in their hands available for distribution. Up to the 29th of July last all the three trustees had acted together, but on the 8th of August the Countess's solicitor, Sir Thomas Wright, forwarded to the trustees' solicitors a draft appointment of himself as trustee in the place of Arthur Payne, who, it was therein alleged, had gone to reside abroad. Owing to the absence from town of the member of the firm who attended to the trust, this communication was merely acknowledged, whereupon, without further correspondence with the trustees or their solicitors, the Countess executed the said indenture of the 20th of August and appointing Sir Thomas Wright a trustee as aforesaid in place of Mr. Payne. It was the validity of this appointment which was now in question. From the evidence it appeared that Mr. Payne had from the commencement of the trust acted in conjunction with his co-trustees in the administration and management of the testator's estates, but that in 1893 in consequence of his wife's ill-health he went to reside at Lisieux in Normandy. He had, however, been constantly in communication with the trustees and their solicitors, and had attended all the meetings of the trustees with few exceptions. The special management of the Lancashire and Cheshire estates had been left entirely to Mr. Hall and Mr. Cocks respectively, the reason for this being that they had been the agents thereof during the lifetime of the late earl. The Leicestershire estates had been managed by Sir Thomas Wright, a solicitor of Leicester, who was appointed agent a few years after the earl's death. Mr. Payne in his affidavit stated that it had never been alleged until the 10th of August, 1895, that his residence abroad in any way interfered with the due administration of the trusts of the will, or rendered it desirable that he should cease to be a trustee. From where he resided he could reach England in sixteen hours, and letters posted in London on any given day would be received by him the following day. He had taken his house at Lisieux on a lease which would expire in three years' time, when he intended to return to England.

STIRLING, J., stated the facts as above set out, and continued:—Without attributing any blame to the Countess or her advisers, I think it is a matter of regret that the execution of the deed of appointment was not postponed until the trustees had been consulted and their views ascertained. However, what I have to decide now is whether the appointment is a valid one. The first question which arises is one of fact—i.e., whether or not Mr. Payne was "abroad" at the date of the appointment within the meaning of the power in the will contained, and which I have already read. I think the question may be decided without any difficulty on Mr. Payne's own evidence, and I am of opinion that he was "abroad" within the meaning of the power. He has been residing abroad since 1893, and does not intend to return until the expiration of his lease—i.e., in three years' time. Therefore, I think that on the 28th of August he was properly described as "being abroad." Now I do not desire to depart from anything laid down by Lord Romilly in *Re Moravian Society* (26 Beav. 101). In each case it is a question of fact, and here I come to the conclusion on the facts that Mr. Payne was abroad at the time the deed was executed by the Countess. It is said that residence abroad is not a disqualification for the office of a trustee, and I am asked to read the clause as if a new trustee could only be appointed in the place of a trustee who is abroad when the fact of residence abroad interferes with the proper discharge of the duties of the trust. Those words, however, are not in the will. The trustee, by residing abroad, as laid down by Wigram, V.C., in *O'Reilly v. Alderson* (8 Hare 101), puts himself in a position which entitles any *cetui que trust* to require that the office should be filled by another trustee. Certainly, in this case, none of the remaindermen have called upon the Countess to exercise the power of appointing a new trustee, but, nevertheless, it was within her discretion to do so. If the exercise of that power were capricious the court might possibly interfere, but no such case has been suggested. Mr. Payne's residence abroad created a certain amount of inconvenience and expense. The Countess is tenant for life, is quite competent to exercise the power, and I cannot see that she has

exercised it with caprice or without good cause. It is said, however, that Mr. Payne is in the position of an executor and legal personal representative of the testator, and that the power of appointment ought not to be exercised so long as there are debts remaining unpaid. If there were any personal estate remaining unadministered there might be something in this contention, but in the present case the objection cannot prevail. All the general personal estate is exhausted. The pecuniary legacies have been paid and the specific ones assented to, and this can only have been done on the footing that the duties of the executors had been fully executed, and that they were willing to convert themselves into simple trustees. Hence nothing is now vested in Mr. Payne *virtute officii*. I now come to a matter which is deserving of my most serious consideration—i.e., the fact that the Countess has thought fit to appoint as a trustee of this will her own solicitor. The trustees of the will are vested with a power of sale of the real estates, and they will also be trustees for the purposes of the Settled Land Act, and, as such trustees, they may have to consider matters where the respective interests of the tenant for life and the remaindermen might conflict with one another, and where they will consequently be bound to hold an even hand between the parties. Now it is suggested that the solicitor of the tenant for life is not in a position to discharge that duty properly, and I must say I feel that is a very forcible objection. In fact, it is an objection which would prevent the court itself from appointing a person in the position of Sir Thomas Wright, and from sanctioning any such appointment. The rule is clearly laid down by Cotton, L.J., in *Re Kemp* (24 Ch. D. 485), a case of the appointment of trustees for the purposes of the Settled Land Act. In that case the Lord Justice said: "The appointment of trustees is required to impose a check upon the extensive powers conferred by the Act upon the tenant for life, and the 44th section contemplates there being differences between the trustees and the tenant for life. I have no doubt that Mr. Wood as solicitor of the tenant for life would advise him to the best of his ability and recommend him to exercise his powers with a proper regard for the interests of the remaindermen. But solicitors, like judges, are fallible, and how could Mr. Wood, as one of the trustees, exercise a proper judgment on their behalf upon questions on which he had already advised the tenant for life? It would be Mr. Wood as trustee putting a check upon Mr. Wood as solicitor for the tenant for life, and he would be placed in a false position." This lays down a rule of practice for the guidance of the court from which it would not be right of me to depart, and of which, moreover, I entirely approve. But the question is, is this rule binding under all circumstances? Can the court depart from it, if it sees fit? Now I myself have departed from it in one case—i.e., *Re Marquis of Ailesbury* (1893, 2 Ch. 345). The court ought certainly to be very slow to do so and ought, before doing so, to be satisfied not only that will be no disadvantage to the trust estate, but also that great advantages will accrue from such a course. If this were an application for the appointment of a new trustee or for the sanction of the court to such an appointment I should certainly decline to depart from the rule. This, however, is not such a case, and, as pointed out by Cotton, L.J., there is a difference between the question of the validity of a certain appointment by the donee of a power and the question whether the court would itself make or sanction such an appointment. This distinction was recognized by Pearson, J., in *Re Norris* (27 Ch. D. 341). The question then is, Does the existence of the rule prevent the donee of the power from exercising it by appointing her own solicitor? In my judgment, though I would not myself either make or sanction such an appointment, yet, when it has been actually done by the tenant for life, it is not necessarily invalid. There is nothing apart from his position as solicitor to the Countess which renders the person appointed unfit to fulfil the duties of the office, and no beneficiary has said anything against the appointment, but the matter has been left to the discretion of the court. Under these circumstances I cannot say that the appointment is other than a valid one. Lastly, it is suggested that Mr. Payne still remains in the position of a legal personal representative and may be under some liability. Now if any such liability exist in fact, nothing that has been done can prejudice his right to an indemnity. It is of the greatest importance that a trustee's right of indemnity be preserved, and I desire to say that no right of Mr. Payne's as legal personal representative ought to be prejudiced, and for this purpose I reserve to him liberty to apply.—COUNSEL, Buckley, Q.C., and Austen Cartmell; Hastings, Q.C., and Fossitt Lock; Grosvenor Woods, Q.C., and Blakesley; Henry Fellows; Borthwick; W. A. Peck; Monnington. SOLICITORS, Bower, Cotton, & Bower; Smith, Fawcett, & Low, for Sir Thomas Wright, Leicester; Iliffe, Henley, & Sweet, for Laycock, Dyson, & Laycock, Huddersfield; A. E. Griffiths; Gamlen & Burdett.

[Reported by ARTHUR MORRIS, Barrister-at-Law.]

High Court—Queen's Bench Division.

WOODSIDE & CO v. THE GLOBE MARINE INSURANCE CO. AND OTHERS.—4th and 9th December.

MARINE INSURANCE—POLICY—EXPENSES OF REPAIRS—PARTICULAR AVERAGE LOSS—CONSTRUCTIVE TOTAL LOSS BY STRANDING—SUBSEQUENT TOTAL LOSS BY FIRE.

Commercial case. The plaintiffs, Messrs. W. J. Woodside & Co., of Belford, were the owners of an iron steamship, *The Bannmore*, and the action was brought on a policy granted by the defendants, dated the 10th of May, 1894, for £1,000 against risk of loss or damage by fire or explosion only. The vessel was valued at £30,000, and was insured for half her value under ordinary policies with other underwriters. During the period covered by these policies *The Bannmore* was stranded on the

coast of Holland, and as all efforts to get her off failed she became a constructive total loss. Thirty-six hours later a fire broke out which continued to burn for fourteen days until the vessel was completely destroyed. The question for the court was whether the plaintiffs were entitled to recover under this policy as to fire. Counsel on behalf of the plaintiffs contended that the two policies were separate and independent contracts made by different people, and it was not competent for the defendants to evade their liability by alleging that by reason of the happening of some other perils they were not responsible. The fact that to repair the vessel would cost more than she was worth when repaired, did not prevent the ship from being existence *quid* ship after she had gone on to the beach. The fact that the value of the vessel was undiminished by her having stranded was no bar to their claim that the damage done by the subsequent fire should be made good under the policy. He cited *Barker v. Janson* (3 C. P. 303); *Lidgett v. Secretan* (6 C. P. 616); *Ionides v. The Universal Marine Insurance Co.*, 14 C. B., N. S. 259. The wreck was sold for £34 to a salvage company. For the defendants it was contended that there had been no total loss by fire, the "ship" insured having previous to the fire ceased to exist, and further, if they were liable at all it was only for a particular average loss. The constructive total loss under the other policies put an end to the risk under their fire policy altogether, for a "thing" once totally lost could not again become a total loss. He cited *Livie v. Janson* (12 East, 648). *The Bawnmore* was undoubtedly a "ship" after she stranded, but became a constructive total loss before the fire broke out. He submitted, therefore, that the plaintiffs could not recover under the fire policy issued by the defendants. *Civ. adv. suit.*

MATHEWS, J., in the course of his considered judgment, said:—The defendants contended that the ship, being at the time of the fire a constructive total loss, a subsequent loss by fire was a legal impossibility. Moreover, that it was inequitable that the plaintiffs should be permitted to recover twice for what was one loss. He was of opinion that that contention in the present case was bad, and his judgment must be in favour of the plaintiffs. The loss by stranding would only become total if the assured gave timely notice of abandonment. If no such notice were given the loss would be a particular average loss only, and it would seem clear that partial loss, however serious, would not lessen the right of the assured to recover for subsequent total loss on the basis of valuation. There would be judgment, therefore, for the plaintiffs with costs.—COUNSEL, *Bigham, Q.C., and D. C. Leck; Joseph Walton, Q.C., and J. A. Hamilton.* SOLICITORS, *Lawless & Co; Walters, Johnson, Bubb & Whetton.*

[Reported by ESKINE REID, Barrister-at-Law.]

SOUTTER v. RODERICK—11th and 12th November and 7th December.

PARLIAMENT—BOROUGH VOTES—REGISTRATION OF VOTERS—DESCRIPTION OF QUALIFICATION—POWER TO AMEND—PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26), s. 28 (13)—REGISTRATION ORDER, 1889, SCHEDULE 2, PART I., s. 19 (8).

This was an appeal by the Liberal agent, Mr. Soutter, from a decision of the revising barrister for Southwark who had allowed the vote of a claimant named Le Blonde and seventeen other votes, under the following circumstances. The claim was placed on the occupiers' list, and it gave the claimant's name in the first column, his place of abode in the second column as 3, Hamilton-square. In the third column (nature of qualification) appeared the words "dwelling-house," and in the fourth column (description of qualifying property) were the words "69, Richmond-road, Stamford Hill, and 3, Hamilton-square." It was proved that the claimant had occupied the two dwelling-houses in immediate succession, but it was objected that the claim was invalid because the word "successive" in the third column had been omitted; the description in that column it was contended should read "dwelling-houses (successive)." A further objection was taken that the barrister had no power to amend the claim in the way he did, as he in effect thereby altered the nature of the qualification in the present case, since "dwelling-house" had been held to be a different qualification to "houses in succession"; the distinction being as well defined as freehold from leasehold. Counsel also contended that the authorities shewed that there were two kinds of insufficient description, one of which could be amended, and the other could not be by a revising barrister; but in a case of misdescription, which he submits this was, the revising barrister had no power to amend. At the conclusion of the arguments the court reserved judgment.

LORD RUSSELL, C.J., said the first question was whether the claim as it originally stood was sufficiently described. The respondent relied upon the case of *Hitchins v. Brown* (2 C. B. 25) as establishing the sufficiency of the claim. Since that case was decided in 1847 the Regulation Order, 1889, had been issued, and, having regard to the instructions it contained, he thought the qualification as it stood was not sufficient description. The real point in the case was whether the barrister had power to amend the statement of the qualification as he did. No doubt if the result of that amendment was such as to create a new qualification, then on the authority of *Bartlett v. Gibbs* (5 M. & G. 81) and *Foskett v. Kaufmann* (30 Sol. Journ. 21, 34 W. R. 90, 16 Q. B. D. 279) the revising barrister clearly had no power to make such an amendment. What, therefore, was a fair construction to place upon the amendment? It seemed to him that the qualification must be taken to be for successive occupation. It was contended that the claim might be regarded as being for the occupation of one or other of the two houses; but even if that were so, which he did not think, the description of one or other of the houses was surplusage, and the revising barrister would have power to amend by striking out one or other of the descriptions. In his opinion a revising barrister ought freely to exercise the very ample powers of amendment given to him by section 28 of the Registration Act, 1878, to correct *bond fide* mistakes made in

any claim or notice of objection. For these reasons the appeal must be dismissed, with costs.

GRANTHAM, J.'s, judgment was read by Lord Russell, C.J., from which it appeared that the learned judge considered that the revising barrister was right in amending the claim as he did. The nature of the claim was for "occupation" as distinguished from "ownership" or any other qualification, and was still more definitely described as occupation of a dwelling-house, and consequently the claim was properly described. Prior to the decision in *Plant v. Potts* (1891, 1 Q. B. 261) no one had suggested that the judgment of the Court of Appeal in *Hitchins v. Brown* (2 C. B. 25) was incorrect, and as that case was not mentioned by the Court of Appeal and the facts there were almost identical with this case and not with *Plant v. Potts*, he declined to consider that case as overruled. On authority, therefore, of the previous decisions, as well as on what he believed to be a proper construction of the Act, his judgment must be in favour of the respondents.

VAUGHAN WILLIAMS, J., said he concurred in the result of the judgments that had been given, but he did not wholly agree with the reasons which it appeared had induced his learned brother to arrive at those conclusions. He was not prepared to differ as to the construction to be placed on this particular claim as it was not a matter of principle. He wished to say, however, that where the description of the claim was equally applicable to one of two qualifications, the revising barrister had power and ought to exercise that power to amend, and therefore to remove any ambiguity. Appeal dismissed with costs, leave to appeal granted.—COUNSEL, *Costello; Heber Jones.* SOLICITORS, *Chalton Hubbard; Franks & Timbrell.*

[Reported by ESKINE REID, Barrister-at-Law.]

Solicitors' Cases.

Re J. H. JONES—C.A., No. 2, 5th December.

SOLICITOR—WORK DONE IN COURT OF QUARTER SESSIONS—AGREEMENT WITH CLIENT AS TO COSTS—JURISDICTION OF HIGH COURT TO SET ASIDE—ATTORNEYS AND SOLICITORS ACT, 1870 (33 & 34 VICT. c. 28), ss. 4, 8, 15.

Appeal from a decision of Stirling, J. (reported 44 W. R. 10). A client took out a summons against his solicitor, J. H. Jones, asking for the delivery and taxation of a bill of costs under the following circumstances. The client was in October, 1893, committed for trial to the Cardiff Quarter Sessions on a criminal charge. The solicitor was retained by him to defend him. The client thereupon paid the solicitor £25 on account of costs, and two days later signed a document agreeing to pay a further lump sum of £75 in satisfaction of all the costs, the solicitor threatening that unless such agreement were signed he would withdraw from the defence of the client. The client was tried at sessions and acquitted; he subsequently paid the £75, and took out the summons as above. At the hearing of the summons a preliminary objection was taken that the document, not being signed by the solicitor, was not an agreement within the Attorneys and Solicitors Act, 1870; that it related to business done, and could not be set aside. A further objection was taken that, even if the agreement came within the provisions of the Act, the High Court had no jurisdiction under section 8 of the Act to set aside the agreement, the proper tribunal to deal with the matter being either the magistrates' court or the Court of Quarter Sessions. Stirling, J., overruled the objections, and restored the summons to the paper. The solicitor appealed. Section 4 of the Attorneys and Solicitors Act, 1870, is as follows:—"An attorney or solicitor may make an agreement in writing with his client respecting the amount and manner of payment for the whole or any part of any past or future service, fees, charges, or disbursements in respect of business done or to be done by such attorney or solicitor, whether as an attorney or solicitor or as an advocate or conveyancer, either by a gross sum or by commission or percentage, or by a salary or otherwise, and either at the same or at a greater or at a less rate as or than the rate at which he would otherwise be entitled to be remunerated, subject to the provisions and conditions in this part of this Act contained." Section 8: "No action or suit shall be brought or instituted upon any such agreement; but every question respecting the validity or effect of any such agreement may be examined and determined, and the agreement may be enforced or set aside, without suit or action, on motion or petition of any person, or the representative of any person, a party to such agreement, or being or alleged to be liable to pay, or being or claiming to be entitled to be paid, the costs, fees, charges, or disbursements in respect of which the agreement is made by the court in which the business, or any part thereof, was done, or a judge thereof, or, if the business was not done in any court, then where the amount payable under the agreement exceeds £50, by any superior court of law or equity or a judge thereof, and where such amount does not exceed £50, by the judge of a county court, which would have jurisdiction in an action upon the agreement." Section 15: "Except as in this part of this Act provided, the bill of an attorney or solicitor for the amount due under an agreement made in pursuance of the provisions of this Act shall not be subject to any taxation, nor to the provisions of the Act of the 6 & 7 Vict. c. 73, and the Acts amending the same respecting the signing and delivery of the bill of an attorney or solicitor."

THE COURT (LINDLEY, A. L. SMITH, and RIGBY, L.J.J.) dismissed the appeal.

LINDLEY, L.J., said that one objection taken was that the application was made to the wrong court, the contention being that the right court to entertain the application was either the magistrates' court or the court of quarter sessions, but certainly not the High Court. The case turned on

the Solicitor material sec court of qu doubt on i jurisdiction was not the ture, and th missed.

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RIGBY, I judges, and character v section mus that kind missed.—C lance; Rido

ACTION—O JURISDICTION N. 24.

This was recover £3 defendant ing in all fendant. who had a On 24th o the plaint against th of Februa paid by th into court the defen with. On was orde plaintiff, drawn by should be The taxe the actio was paid took out In 1895 against August, brought action w payable £102 7s. August, judgmen the cost with the the orde proceed provided may be as a jud v. Gregg Russell 545), R elected The the def Lord as the as the am as a ju order is an ord matter from i order r. 24, the or defend over it would an act plaint ground thing

the Solicitors' Act, 1870. His lordship read and commented on the material sections, and said that section 8 was utterly inapplicable to the court of quarter sessions or the magistrates' court. Its application was to a court of law or equity. Neither section 10 nor section 15 threw any doubt on it. It would be an entire revolution to give those courts jurisdiction in such a case, and to transfer it from the High Court. There was not the slightest trace of any such desire on the part of the Legislature, and the case was governed by section 8. The appeal must be dismissed.

A. L. SMITH, L.J., was of the same opinion, and said that the opening words of section 8, "No action or suit" designated proceedings in a superior court or a county court, and the words "if the business was not done in any court, then . . . by any superior court of law equity" pointed in the same direction. The section could not be read in any such way as that contended for, and sections 10 and 15 did not add to or detract from it in any way. The order for taxation of the bill must be made.

RIGBY, L.J., said that magistrates or justices were not talked of as judges, and the functions to be performed in this case were essential to a character which was never imposed upon magistrates or justices. The section must mean business done in any court having judges, and having that kind of jurisdiction reasonably imposed upon them. Appeal dismissed.—COUNSEL, *Dunkham*; *Ashton Cross*. SOLICITORS, *Vallance & Vallance*; *Riddell, Vaisey, & Smith*, for J. H. Jones, Cardiff.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

GODFREY v. G.—4th December.

ACTION—ORDER OF THE COURT—SOLICITOR—ATTACHMENT—DISCIPLINARY JURISDICTION OF THE COURT—ORDER IN A CRIMINAL MATTER—ORD. 42, r. 24.

This was an appeal from the decision of Wright, J. The action was to recover £317 money and interest payable under an order of the court. The defendant was a solicitor. In 1884 he owed various sums of money amounting in all to £534 1s. 8d. to Mr. Stuckey Wood, who was a client of the defendant. In November, 1884, Mr. Wood assigned the debt to the plaintiff, who had acted for Mr. Wood as his solicitor to obtain payment of the money. On 24th of January, 1885, £100 of this debt was paid, but in February, the plaintiff, being unable to obtain any further payment, took proceedings against the defendant to have his name struck off the rolls, and on the 17th of February, 1885, an order was made by which £200 was to be immediately paid by the defendant to the plaintiff, and £131 13s. 10d. was to be paid into court, it being referred to the master to ascertain the exact amount of the defendant's indebtedness to the plaintiff. This order was complied with. On the 3rd of August, 1885, a further order was made by which it was ordered that the £131 13s. 10d. should be paid out of court to the plaintiff, and that the balance of £102 7s. 10d. should be secured by bills drawn by the defendant on his wife, and that the costs of the proceedings should be taxed as between solicitor and client and be paid to the plaintiff. The taxed costs amounted to £142 2s. 6d. and formed part of the claim in the action. No bills were given and, with the exception of £29, no money was paid under the order of the 3rd of August. In 1886 the plaintiff took out an execution on the order, the return to which was *nulla bona*. In 1895 the plaintiff moved the Divisional Court for a writ of attachment against the defendant for disobedience to the order of the 3rd of August, 1885. But the court declined to issue the writ. The plaintiff then brought an action to enforce the order. Wright, J., before whom the action was tried, gave judgment for the plaintiff in respect of the costs payable under the order, but for the defendant in respect of the £102 7s. 10d. That debt, he said, was merged in the order of the 3rd of August, 1885, which only provided for bills being given. Against this judgment the defendant appealed as to that part of it which dealt with the costs, and the plaintiff entered a cross appeal as to that which dealt with the £102 7s. 10d. On behalf of the defendant it was contended that the order, being of a criminal nature, was not such an order as could be proceeded on as a judgment under the provision of ord. 42, r. 24, which provides that "every order of the court or a judge in any cause or matter may be enforced against all persons bound thereby in the same manner as a judgment to the same effect": *Philpot v. Leham* (35 L. T. 85), *Norton v. Gregory* (73 L. T. 10), *Dent v. Basham* (23 L. T. 161), *Hookpayton v. Russell* (23 L. T. 267), *Re Dudley* (12 Q. B. D. 44), *Re Preston* (11 Q. B. D. 545), *Re Hardwick* (12 Q. B. D. 148). At any rate, the plaintiff, having elected to proceed by attachment, could not afterwards bring an action.

The Court (Lord Esher, M.R., and Lopes and Kay, L.J.J.) dismissed the defendant's appeal and allowed the appeal of the plaintiff.

Lord Esher, M.R., said that the order of the 3rd of August, 1885, so far as the costs were concerned, was an order of the court for the payment of the amount of the costs. It was said that the order could not be sued on as a judgment under the provisions of ord. 42, r. 24, because it was an order in a criminal matter: *Re Hardwick* was an express authority that an order to strike a solicitor off the rolls was not an order in a criminal matter, for if it were the Court of Appeal could not entertain an appeal from it. The order was, therefore, an order in a civil matter, and was an order for the payment of money. So it came within the words of ord. 42, r. 24, and might be enforced as a judgment. But it was said that since the order was one made in consequence of professional misconduct the defendant might be attached under the general jurisdiction of the court over its officers. So he might; but could it also be said that an action would not be against him as well. There were several cases to show that an action would lie. Then it was said that, assuming that to be true, the plaintiff must elect which of the remedies he would adopt. There was no ground for saying that the plaintiff must elect before he had done anything effectual, that is to say, suppose he had given notice of a motion for

an attachment and was at the same time bringing an action, he could at that time be put to his election. There was no authority for that. But, if he had moved for an attachment and a writ had issued, and the defendant had been taken under that writ and actually put into prison, then, in his lordship's opinion, he could not have maintained his action; for his legal claim would have been satisfied. But, if the attachment had issued and the defendant had escaped, the claim of the plaintiff would not have been enforced, and so his right of action would remain. It was the constant practice that where a plaintiff had two remedies in respect of the same claim he could proceed until his claim was satisfied by one or other of his remedies. Therefore, judgment ought to be for the plaintiff with regard to the costs, and the defendant's appeal would be dismissed. With regard to the £102 claimed, his lordship did not agree with Wright, J., that that debt was merged in the order, and allowed the plaintiff's appeal.

LOPES, L.J., said that the motion for an attachment having failed, the plaintiff was at liberty to bring his action. If the motion had not failed then in all probability the remedy by action would have been ousted, on the analogy of a *ca. sa.*; for if a writ of *ca. sa.* had issued and the debtor taken, that would have been a satisfaction of the debt; but if the debtor had escaped, then the *ca. sa.* would not have precluded the creditor from his ordinary remedy.

KAY, L.J., said that he did not like to speak of the jurisdiction of the court to attach its officers for disobedience as a remedy for the recovery of money. It was, rather, the mode in which the court dealt with its officers in order to prevent the recurrence of such misconduct. No doubt the effect of such an order was to make the officer pay the money; but the order should not be treated as though the payment of the money were its real object. It was not only the person to whom money was due who could put into action that disciplinary jurisdiction of the court. Anyone might do it. The order for an attachment was not, therefore, a remedy to recover the money. Nor did an application for an order deprive the plaintiff of his remedy by action. It was not necessary to decide whether the plaintiff's civil remedy would have been ousted if he had succeeded in obtaining an attachment, and his lordship reserved his opinion on that point. With regard to the £102 claimed by the plaintiff the debt was not merged. The order so far as it affected that debt was merely an order to give security.—COUNSEL, *Crump*, Q.C., and *Lewis Thomas*; *Marshall*, Q.C., and *Pollard*. SOLICITORS, *Foss & Ledsam*; *Marshall & Marshall*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. Richard Pennington, J.P., in the chair, the other directors present being Messrs. W. Beriah Brook, H. Holland Burne (Bath), H. Morten Cotton, Grantham R. Dodd, T. Musgrave Francis (Cambridge), Samuel Harris (Leicester), J. H. Kays, Sidney Smith, Richard W. Tweedie, and J. T. Scott (secretary). A sum of £200 was distributed in grants of relief, five new members were admitted to the association, and other general business transacted.

UNITED LAW SOCIETY.

The Lord Chancellor has signified his acceptance of the office of president of this society, vacated by the death of the Earl of Selborne; and Sir Richard Webster, Q.C., M.P., and Sir Robert Bannatyne Finlay, Q.C., M.P., the Law Officers of the Crown, have consented to have their names enrolled among the list of vice-presidents.

On the 9th of December, Mr. C. W. Williams in the chair, Mr. Sinclair Cox moved: "That the hereditary principle in the constitution of the House of Lords should be retained." Mr. G. H. Goodfellow, the hon. sec., opposed.

On Monday, the 16th of December, Dr. T. Bateman Napier will speak "On the Suggestions of the Lord Chief Justice with regard to Legal Education."

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENT'S DEBATING SOCIETY.—Dec. 10.—Chairman, Mr. A. W. Watson. The subject for debate was: "That there should be some system of compulsory retirement applicable to all judicial officers." Mr. B. C. Mitter opened in the affirmative. Mr. Cyril H. Pryor opened in the negative. The following members also spoke:—Messrs. G. H. Daniell, W. E. Singleton, A. W. Marks, K. E. T. Wilkinson, A. C. F. Boulton, F. G. Jones, Neville Tebbut, Alexander. Mr. B. C. Mitter replied. The motion was lost by three votes. The subject for debate at the next meeting of the society on Tuesday, the 17th of December, is: "That the case of *Re Mills' Trusts* (1895, 2 Ch. 564) was wrongly decided."

In the Court of Appeal on Tuesday Lord Justice Kay announced that Lord Justice Lopes was suffering from an affection of the leg and was unable to attend.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

Friday, the 6th day of December, 1895.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice STIRLING (1895—G.—No. 1,004).

Graham (Plaintiff) v. Bywater, Tanqueray and Phayre, Limited (Defendants).

Mr. Justice KEENEWICH (1895—C.—No. 1,523.)

Between Henry Norris Cox (on behalf of himself and all other the holders of a series of first debentures charged on the property of the Defendant company), (Plaintiff), and The Simplex Dairy Limited (Defendant).

HALSBURY, C.

Monday, the 2nd day of December, 1895.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice STIRLING (1895—D.—No. 1,634).

Between The Dorman's Park Hotel Syndicate Limited, the Honourable Montague Charles Francis Bertie (commonly called Lord Norreys), and John Barrett Lennard (Plaintiffs), and The Land Corporation of Surrey, Limited, Fanny Burr (a married woman sued in respect of her separate estate), William Charles May, and The British Empire Mutual Life Assurance Company (Defendants).

HALSBURY, C.

LEGAL NEWS.

OBITUARY.

Mr. RICHARD BARTRAM, solicitor, died on Saturday at his residence, Fernlea, Kelcross-road, Highbury. He was admitted in 1865, and was a member of the firm of Oldfield, Bartram, & Oldfield, of St. Stephen's-chambers, Telegraph-street, Moorgate-street. Mr. Bartram took an active part in politics in Islington, and held a number of parochial offices. He was elected a member of the School Board for Finsbury in 1894.

His Honour Judge HOOPER, judge of the Yeovil and Salisbury County Court Circuit (No. 55), died recently at his residence, Thorne House, Thorne, near Yeovil. He was the eldest son of the late Rev. James Hooper, of East Lydford, Somerset, and was educated at Oxford, and was called to the bar at the Inner Temple in 1852. He was appointed a judge of county courts in 1883.

APPOINTMENTS.

Mr. EDWARD CHEPMELL OZANNE, has been appointed her Majesty's Procurer in the Royal Court of the Island of Guernsey, in the room of Mr. Thomas Godfrey Carey, appointed Bailiff of the said island.

Mr. ARTHUR WILLIAM BELL has been appointed her Majesty's Comptroller in the said Royal Court, in the room of Mr. Edward Chepmell Ozanne.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

PERCY BONO and JOHN EDWARD SIMONDS, solicitors, Bishopsgate-street Within, London. Dec. 4.

HARRY CHARLES GUY and FRANCIS GILMAN (Guy & Gilman), solicitors, Southampton Nov. 1.

JAMES ERNEST MEAD and FREDERICK OLDHAM CHINNER (Mead & Chinner), solicitors, Birmingham and Wolverhampton. Nov. 30.

[Gazette Dec. 10.]

INFORMATION WANTED.

MATTHEW BIRCH, deceased.—Will any solicitor or person who has prepared or been an attesting witness to a will or other testamentary document of the above-deceased, a commercial traveller in the tea trade, who died on the 5th of November, 1895, at his residence Lebberton-hall, Filey, Yorkshire, but who formerly resided at Albert-house, Mapperley-road, Nottingham and Beeston, both in Nottinghamshire, or any person to whom he mentioned the existence of a will, immediately communicate with Mr. Arthur J. Isard, solicitor, 14, Queen-street, Cheapside, London.

GENERAL.

In one of the cases heard during the assizes at Stafford, says the *Times* reporter, counsel desired to elicit from a police officer the statement made by a prisoner when cautioned and charged in the cells during detention on another charge, and Mr. Justice Cave ruled that it was not admissible as

evidence. He said that by a recent decision of the court for Crown Cases Reserved, a statement made by a prisoner under such circumstances was held not to be evidence against him, as it was not made voluntarily. No one, whether a police officer or not, had any business to obtain admissions from a prisoner by charging him after he was in custody.

It is announced that the following gentlemen constitute the committee appointed by the General Council of the Bar to draw up the details of the constitution of that organization, viz.:—Mr. Cozens-Hardy, Q.C., M.P., Mr. Channell, Q.C., Mr. Marten, Q.C., Mr. Warrington, Q.C., Mr. Crump, Q.C., and Messrs. R. V. Norton and Lindley.

At the Croydon County Court on Tuesday, says the *St. James's Gazette*, a solicitor informed Mr. Registrar Fox that his client had to come from a distance and had not yet arrived. The registrar said that was no excuse. Let people who had to appear at court rise early enough in the morning, and if they could not get there by train let them come on "shanks" or take a cab. He had not found it any trouble to get out of bed at six o'clock during the last thirty years. He did not believe in the complaint of the sluggish, "You have waked me too soon, I must slumber again." When he began life he had to begin work, summer and winter, at six o'clock, and during the whole of his time he had not been five minutes late, to his knowledge.

Mr. Richard Toller, the venerable clerk of the peace for Leicester, was on Saturday the recipient of an interesting present on the occasion of his ninetieth birthday from the article clerks and old professional friends of Mr. Toller. The gift took the form of a handsome dining-room clock. On Saturday Mr. Toller was waited upon at his residence by a deputation which consisted of Mr. George Stevenson, J.P., his first article pupil, Mr. H. A. Owston, the second, Mr. Partridge, the third, and Mr. Thos. Ingram and Mr. Macaulay. Mr. George Stevenson, in performing the ceremony of presenting the clock and addressing Mr. Toller, said: "We are here to represent some of your old professional friends, who have had the good fortune to know you so long and so well that they felt that it would be a high gratification to them if on the ninetieth anniversary of your birthday you would accept some token of the high esteem in which you have been held by us all. As to those of us who are old pupils, I may say that the influence of your personal character was at the first and throughout our career an inspiration and a standard of conduct. As to all of us, whether pupils or a much wider circle of friends, we have been happy in the enjoyment of your uniform kindness and genial friendship in the intercourse of professional life. We heartily congratulate you on the return of your birthday, and fervently trust that you may be still spared to us in the enjoyment of health and all those special blessings that accompany old age; and that your family, whom you have lived to see attain distinction and esteem in our midst, may not only worthily inherit, but transmit to a distant future, the good name of their honoured father.—Mr. Richard Toller, who appeared deeply touched by the mark of admiration and respect, made a happy reply, in the course of which he alluded to the fact that he was the oldest clerk of the peace in England, having been appointed to the office in Leicester in May, 1836.

The Directors of the South Metropolitan Gas Co. invite Tenders for £20,000 Five per Cent. Perpetual Debenture Stock, in accordance with the provisions of "The South Metropolitan Gas Act, 1882." Tenders must be sent in before the 1st of January, 1896. The stock will be allotted to the highest bidders at or over £172½ per £100 stock.

SALE OF REVERSIONS AND LIFE POLICIES.—Messrs. H. E. Foster & Cranfield's 562nd monthly periodical sale of these interests, held at the London Auction Mart on Thursday, the 5th inst., was, as usual, very successful, all the twenty-one lots offered being sold at sums amounting to the aggregate to £25,440. All the life policies went well, in some cases over 60 per cent. beyond the office surrender value being obtained. Shares of £10 each (£7 paid) in the *Graphic* and *Daily Graphic* realized \$55 per share.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CRITTY.	Mr. Justice NORTH.
Monday, Dec.	Mr. Dea	Mr. Godfrey Leach	Mr. Jackson
Tuesday	Pugh	Leach	Crowes
Wednesday	Dea	Godfrey Leach	Jackson
Thursday	Pugh	Leach	Crowes
Friday	Dea	Godfrey Leach	Jackson
Saturday	Pugh	Leach	Crowes
	Mr. Justice STIRLING.	Mr. Justice KEENEWICH.	Mr. Justice ROBERTS.
Monday, Dec.	Mr. Carrington	Mr. Holt	Mr. Ward
Tuesday	Lavie	Farmer	Pemberton
Wednesday	Carrington	Holt	Ward
Thursday	Lavie	Farmer	Pemberton
Friday	Carrington	Holt	Ward
Saturday	Lavie	Farmer	Pemberton

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

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WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 6.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

DEBENTURE MINING CO., LIMITED.—Creditors are required on or before Jan. 20, to send their names and addresses, and the particulars of their debts or claims to George Christie, 31, Lombard st. Foss & Ledsam, Abchurch la, solers to liquidator.

CROWN GRANARIES AND STORES, LIMITED.—By an order made by Mr. Registrar Hope, dated Aug. 30, Charles Denny, 57, Belvedere rd, Lambeth, Charles William Cross, 80, New Corn Exchange, and Frederick Carter, 50, Nine Elms ln, have been appointed joint liquidators. Gilling, 30, Funnal st, Holborn, solers for liquidators.

DOMBEY & SON, LIMITED.—By an order made by Vaughan Williams, J., dated Nov. 20, it was ordered that the voluntary winding up of Dombey & Son, Limited, be continued. Leary & James & Mellor, Coleman st, solers for ptners.

DOMBEY & SON, LIMITED.—Creditors are required on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims to Thomas Frederick Armstrong, 80, Gresham st. Leary & James & Mellor, Coleman st, solers to liquidator.

NORTHERN ENGINEERS' SUPPLY CO., LIMITED.—Creditors are required, on or before Jan 15, to send in their names and addresses, and particulars of their debts, to Mr. William Henry Barlow, 41, Whitehol rd, Chorlton-cum-Hardy, Lancs. Addleshaw & Co, Manchester, solers for liquidator.

SEA STEAMSHIP CO., LIMITED.—Creditors are required, on or before Jan 18, to send their names and addresses, and particulars of their debts or claims, to Burton William Ellis, 12, Hanover st, Liverpool. Batesons & Co, Liverpool, solers to liquidator.

SEBRA LODGE EXPLORATION, LIMITED.—Creditors are required, on or before March 4, to send their names and addresses, and particulars of their debts or claims, to Alfred W. Sully, 19 and 21, Queen Victoria st.

THURCHLEY BROS., LIMITED.—Creditors are required, on or before Dec 24, to send their names and addresses, and particulars of their debts or claims, to Arthur James Sellars, Cophall House, Cophall avenue, and Arthur Charles Bourner, Albion st, Hanley, Staffs.

UNLIMITED IN CHANCERY.

INSTITUTE OF CHARTERED ACCOUNTANTS OF THE ISLE OF MAN.—Petn for winding up, presented Dec 3, directed to be heard at the Royal Courts on Dec 18. Williams, 21, Great St Helen's, E.C., soler. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 17.

London Gazette.—TUESDAY, Dec. 10.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

AUSTIN GOLD MINES, LIMITED.—Creditors residing in the United Kingdom are required, on or before Feb 1, and creditors residing elsewhere are required, on or before May 1, to send their names and addresses, and particulars of their debts or claims, to Mr Lydstone Joseph Langmead, 23, College hill. Monday, Feb 10, at 12, is appointed for hearing and adjudicating upon the debts or claims of those creditors residing in the United Kingdom, and Thursday, May 14, at 12, for hearing and adjudicating upon the debts or claims of those creditors residing elsewhere. Davidson & Morris, Queen Victoria st, solers for the liquidators.

AUSTIN, HOBART, & CO, LIMITED.—Petn for winding up, presented Dec 4, presented Dec 5, directed to be heard on Dec 18. Richard White, 7, New-inn, Strand, agent for David Randall, Llanelli, soler for ptners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 17.

MERRY RUBBER CO., LIMITED.—Petn for winding up, presented Dec 7, directed to be heard on Dec 18. Pritchard, Englefield, & Co, Painters' Hall, Little Trinity lane, agents for Sampson & Price, Manchester, solers for ptners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 17.

SOUTH HAMPSHIRE TOILET CLUB, LIMITED.—Creditors are required, on or before Dec 18, to send their names and addresses, and particulars of any debts or claims to Sidney F. Lait, 6, Old Jewry.

WARD & DOWNY, LIMITED.—Petn for winding up, presented Dec 7, directed to be heard on Dec 18. Shuen & Co, 8, Bedford row, soler for the ptners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 17.

FRIENDLY SOCIETIES DISSOLVED.

DURNFORD AND WOODFORD NEW FRIENDLY BENEFIT SOCIETY, Schooldroom, Woodford, Salisbury, Wilts. Nov 30

SECOND RUTLAND LOAN SOCIETY, LIMITED, Rutland Hotel, Ilkeston, Derby. Nov 30

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 26.

SKINLEY, JOSEPH, Barking, Essex, Manager Dec 28 Skinley v Skinley, Stirling, J Rogers, Chancery lane

TOWELL, JOHN WILLIAM, Southfields, Wimbledon, Gold Lace Manufacturer Jan 28 Rye v Towell, Kekewich, J Powell, Old Burlington st

London Gazette.—FRIDAY, NOV. 29.

CLARK, THOMAS, Minding lane, Colonial Broker Jan 1 Quincy v Clark, North, J Barber, Fen et

London Gazette.—TUESDAY, Dec. 3.

MORE, WILLIAM RICHARD, Hedenham, Norfolk, Farmer Dec 31 Hazard v More, North, J Tillett, Norwich

ROBERT, ZOE ELIZABETH, Queen's mansions, St Martin's lane, Actress Dec 3 Robert v Hoppe, Chitty, J Fulford, Theobald's rd, Gray's inn

London Gazette.—FRIDAY, Dec. 6.

STEPHENS, HENRY, Boscoe st, Bunhill row, Fancy Box Maker Jan 7 Stephens v Stephens, Kekewich, J Batchelor, Walbrook

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 6.

BARTHERICK, THOMAS, Blackburn, Engineer Jan 25 Cooper, Blackburn

BRISCOE, THOMAS, Holyhead, Anglesea Jan 15 Dunkerton & Sons, Bedford row

CORR, EDWARD WILLIAMS, Burton rd, Brixton Jan 31 Shirley Parker, Bishopsgate st Within

COFFING, JOHN, Bearsted, Kent Dec 18 Stenning, Maidstone

COX, JOHN EDWARD, Havant, Southampton, Esq Williams & James, Norfolk street, Strand

DAMVON, MARY ANN, Toorak, Victoria Jan 15 Sladen & Co, Delahay st, Westminster

DRUMMOND, JAMES ROBERT, Admiral, the Hon, Sir, GCB, Royal Court Palace, Westminster Dec 31 Fladgate & Co, Craig's court, Charing Cross

EYRE, HARRIET JANE, Mount Ephraim, Tunbridge Wells Feb 1 Stevens, Queen Victoria st

FIELD, THOMAS EDWARD, Hull, Butcher Jan 10 T & A Priestman, Hull

FRANKLIN, HENRY DOUGLAS, Cheltenham Jan 9 Winterbothams & Gurney, Cheltenham

FRAZER, GEORGIANA CLARA, Brighton Jan 15 Cotton, Gresham st

GANDELL, MARY ANN ELIZABETH, Wells, Somerset Jan 5 Stibbard & Co, Leadenhall st E C

GRILLS, ROBERT, Devonport, Shoeing Smith Jan 15 Heath, Devonport

GRINSTEED, LOUISA, Montpelier, Bristol Dec 23 Smith, Wedmore

GRUEBER, CATHERINA, Clifton, Glos Dec 31 Wordsworth & Co, Threadneedle st, E C

HAWES, WILLIAM HERBERT, High st, Wimbledon, Auctioneer Jan 15 Sole & Co, Alderbury, E C

HICKS, FREDERICK, Thorpe le Soken, Essex, Farmer Jan 6 Iliffe & Co, Bedford row

HORNBY, MARGARET, Liverpool Jan 1 Dixon & Syers, Liverpool

HORNBY, WILLIAM ROBINSON, Fairfield, Liverpool, Gent Jan 1 Dixon & Syers, Liverpool

JACKSON, GEORGE FINCH, Walton, Liverpool, Cheese Merchant Jan 4 Forshaw & Hawkins, Liverpool

KOSTER, GEORGE WILHELM AUGUST, Bradford, York, Stuff Merchant Jan 3 Stamford & Micalfe, Bradford

LINGAR, THE RIGHT HON. ADELAIDE ANNABELLA BARONESS, Harborough, Leicester Jan 15 Witham & Co, Grays inn sq

LOWE, CHARLES BRUCE, Bury st, St James, Esq Jan 15 St Barbe Sladen & Co, Delahay st, Westminster

LUCAS, ANN, Wimbome Minster, Dorset Jan 18 Andrews & Co, Weymouth

MARTIN, WILLIAM WAKEMAN, Tiverton, Devon, Hotel Proprietor Dec 31 Carpenter & Martin, Tiverton

MCGRAGOR, GEORGE, South Shields, Butcher Jan 31 Scott, jun, South Shields

MELLOB, THOMAS VERNON, Rev, Ildridgehay, Derby Dec 16 Taylor & Co, Derby

NEWBURY, JAMES COSMO, East St Kilda, Victoria, Gent Jan 15 St Barbe Sladen & Co, Delahay st, Westminster

NEWELL, JANE, Northampton Jan 6 Becke & Green, Northampton

OWEN, DANIEL, Mold, Flint, Tailor Jan 1 Simon, Mold

SATTERTHWAITE, CORNELIUS, Manchester, Firelight Manufacturer Jan 25 Bical, Manchester

SHADWELL, GEORGE AUGUSTUS FREDERICK, Romsey, Hants Jan 8 Wade, Old Jewry, EC

SIMS, WILLIAM DILLWY, Ipswich, Esq Jan 15 Notcutt & Son, Ipswich

SMITH, MARY, Eynesbury, Huntingdon Jan 10 Peppercorn, Oxford

SORRELL, JAMES, Pleshey, Essex, Cattle Dealer Jan 6 Dunn & Hilliard, Goldhill chimbrs

STEARN, CHARLES, Ipswich, Plumber Jan 4 Kersey, Ipswich

TAYLER, ROY HENRY CARR ARCHDALE, Royston, Cambridge Jan 3 Baker & Co, Lincoln's inn fields

TAYLOR, RICHARD, Staveley, Derby, Grocer Feb 1 Alderson & Co, Sheffield

TAYLOR, WILLIAM, Deal, Gent Jan 7 Brown & Brown, Deal

WHITBREAD, THOMAS WILLIAM, Higham, Kent, Farmer Dec 31 Smyth, Strood

WILLIAMS, JOHN POWELL, Noyadd, nr Rhayader, Radnor, Hotel Keeper Dec 31 Shepard, Tredegar

London Gazette.—TUESDAY, Dec 10.

ALCOCK, WILLIAM, Finsbury pavement, Solicitor Jan 10 Wells & Son, Paternoster row

BURS, HENRY GUSTAVUS, Canonbury Jan 23 Harwood & Stephenson, Lombard st

BROTHROTH, JOHN, Pitlochro, Putney Hill Feb 14 Burton & Co, Surrey st

CAPEL, JAMES DURNFORD, Sunnybank, Abergavenny, Esq Dec 31 Cooks-Yarborough, Boston, Lincs

CAPPS, JAMES, Bayswater, Wine Merchant Feb 1 Pilley, Bedford row

CLARANCE, ELIZA, Hewish, Glos Jan 31 Simpson & Cullingford, Gracechurch st

CLARKE, RICHARD, Liverpool, Corn Merchant Dec 21 Barrell & Co, Liverpool

CRACKNELL, HENRY, Hacheston, Suffolk Jan 17 Welton, Woodbridge

FORSTER, HARRIET, Queen's rd, St John's Wood Jan 17 Lealie & Co, Basinghall st

GELL, SAMUEL HICKLING, Nottingham, Pawnbroker Jan 18 Wells & Hind, Nottingham

HAMLIN, MARY NORTWORTHY, South Brent, Devon Feb 1 Windcatt & Windcatt, Totnes

HAMLYN, THOMAS, South Brent, Devon, Gent Feb 1 Windcatt & Windcatt, Totnes

HAWKE, JOHN, Plymouth, Photographer Feb 1 Rooker, Plymouth

HOLMES, GEORGE, Huddersfield, Druggist Dec 31 Ramsden & Co, Huddersfield

INGLEBY, ELIZABETH, Hedon, East Riding, York Jan 11 Thorney & Son, Hull

JAMES, ABRAHAM, Langley, Bucks, Licensed Victualler Jan 31 Beecher, Bedford row

JENKINS, DAVID, Westminster Bridge rd, Draper Jan 11 Buxton & Co, Sackville st, Piccadilly

JOLLEY, CHARLES, Ecclesfield, York, Miner Jan 11 Smith & Co, Sheffield

KILLICK, WILLIAM, Crayford, Kent Jan 1 Parish & Hickson, St Swithin's lane, EC

GREEN, HIGH, Ecclesfield, York Jan 11 Smith & Co, Sheffield

MACLEAN, JOHN LAUCHLAN, Southsea Jan 10 Bashall, New inn, Strand, WC

MICKLEFIELD, WILLIAM FAYRES, Colchester, Gent Jan 3 Wittery & Denton, Colchester

MACKENES, MARIA, Hastings Dec 31 Young & Co, Hastings

MARSHALL, ADA, Thurlow sq, St Kensington Jan 1 Fladgate & Co, Craig's ct, Charing Cross, W

MAURICE, HENRY WIDENHAM, Cromwell rd, South Kensington, Doctor Jan 15 Woodroffe, Lincoln's inn fields

MOORE, THOMAS CHARLES, Wexham, Bucks, Gent Feb 1 Darvill & Last, Windsor

OCKLESTON, WILLIAM, Liverpool Dec 30 Tyrer & Co, Liverpool

OWEN, DANIEL, Mold, Flint, Tailor Jan 1 Simon, Mold

PROTHROBE, SARAH, Winterbourne Down, Glos Jan 10 Crook, Bristol

PURNELL, EDWARD, Tottenham Court rd Jan 1 Oscar Walker, Mitre Court, Temple

RICHARDSON, ANN, Bootham, York Jan 18 Bannister Dent, York

RICHARDSON, CHARLOTTE, Bootham, York Jan 18 Bannister Dent, York
 SCHOFIELD, JOHN, Hulme, Manchester, Gent Jan 10 Slater & Sons, Manchester
 SOWERBY, WILLIAM, Mardale, Westmoreland, Gent Jan 17 Arnison & Co, Penrith
 SPRY, ALFRED, Newtown House Box, Wilts, Esq Feb 6 Baker & Co, Weston super
 Mare
 SMITH, SAMUEL, Nottingham Dec 15 Simpson, Nottingham
 SMITH, HENRY, East Lodge, Park hill, Clapham, S E, Surveyor Jan 15 Tarry & Co,
 Serjeant's inn, E C
 VANDERBILT, PIERRE GERHARD, Farnborough, Surrey, Merchant Dec 31 Fladgate & Co,
 Craig's ct, Charing Cross, S W

SALES OF ENSUING WEEK.

Dec. 16.—Messrs. BARRE & NEALE, at the Mart, at 2,
 Freehold Building Site, Morpeth-terrace and Carlisle-
 place, Victoria-street, Westminster.
 Dec. 17.—Messrs. FULLER, HORNEY, SONS, & CASSELL, at
 the Mart, at 1. £17,880 Consolidated Stock in the Com-
 mercial Gas Co., London (last dividend 13 per cent.),
 £4,230 of New Stock (last dividend 10 per cent.), and
 £6,808 4 per cent. Debenture Stock, both of the above
 Company. £2,000 10 per cent. Preference Stock of the
 Gas Light & Coke Co. (last dividend 12 per cent.),
 £800 4 per cent. Debenture Stock of the West Ham Gas
 Co., £680 Consolidated Stock, and £3,130 New Stock of
 the Brentford Gas Co., £1,200 Consolidated Stock of the
 Croydon Commercial Gas & Coke Co. (last dividends 14
 and 10 per cent.), 77 10 per cent. and 66 7 per cent. shares
 of £20 in the Gravesend & Milton Gas Light Co., £410 5
 per cent. Debenture Stock, and £110 A. Stock of the
 Wandsworth & Putney Gas Light & Coke Co. The
 whole represents, at Market value, about £100,000.
 Dec. 17.—Messrs. EBERY, BARACH, & GALSWORTHY, at
 the Mart, at 2, Freehold Premises, 31, Lincoln's-inn-
 fields.
 Dec. 17.—Messrs. J. A. LUKLEY & Co., on the premises, at
 12, Lease of 92, West Cromwell-road, held for an unex-
 pected term of about 77 years at £12 per annum.
 Dec. 17.—Messrs. BIAN, BURNETT, & ELDRIDGE, at the
 Mart, a Reversion to £6,000, a contingent reversion to
 Freehold Property, and a life policy for £300.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, DEC. 6.

RECEIVING ORDERS.

AKSTON, ALFRED ERNEST, Ashton juxta Birmingham
 Birmingham Pet Dec 3 Ord Dec 3
 ATKIN, JESSE, Nottingham Nottingham Pet Dec 2 Ord
 Dec 2
 BARTLETT, WILLIAM JAMES, Gravesend, Shorthand Writer
 Rochester Pet Dec 3 Ord Dec 3
 BELL, HARRIETTE ANNA CLEVELAND, Welshpool, School-
 mistress Newtown Pet Nov 19 Ord Dec 2
 BRYSON, LLEWELLYN MORGAN, Swansea, Secretary Swa-
 nsea Pet Dec 2 Ord Dec 2
 BOULTON, JOHN HENRY, Rotherham, Yorkshire, Stationer Shef-
 field Pet Dec 3 Ord Dec 3
 COCKE, EDWARD HENRY, Lambeth, Wharf Manager High
 Court Pet Dec 3 Ord Dec 3
 COLTER, ERNEST MONTAGUE, Reading, Carpenter Reading
 Pet Nov 30 Ord Nov 30
 CORROCK, JAMES WILLIAM, Wotton under Edge, Glos.
 House Decorator Gloucester Pet Dec 2 Ord
 Dec 2
 CROFT, ARTHUR EDWARD, Scarborough, Coal Merchant
 Scarborough Pet Dec 4 Ord Dec 4
 CROOK, GEORGE CHARLES, Margate, Grocer Canterbury
 Pet Dec 2 Ord Dec 2
 DAVIES, ROBERT, Rhyl, Flintshire, Printer Bangor Pet
 Dec 3 Ord Dec 3
 DRAPER, JAMES, Mendlesham, Suffolk, Fowl Dealer Bury
 St Edmunds Pet Dec 3 Ord Dec 3
 DIXIE, JOHN WILLIAM, Plumstead, Clerk High Court Pet
 Dec 2 Ord Dec 2
 DRIFTS, MATTHEW, Gt Houghton, Yorks, Farmer Barnsley
 Pet Dec 3 Ord Dec 3
 EGGLESHAW, PHILIP, Derby, Innkeeper Derby Pet Dec 3
 Ord Dec 3
 FARAR, ROBERT, Ilminster, nr Halifax, Farmer Halifax
 Pet Dec 3 Ord Dec 3
 FERRIS, ALLAN D, Preston, Sussex Brighton Pet Nov
 13 Ord Dec 2
 GRIFFITHS, SAMUEL LLOYD, Llangollen, Denbigh, Butcher
 Wrexham Pet Nov 21 Ord Dec 2
 GRIMPTON, HARRY, Elbow Vale, Mon. Farmer Tredegar Pet
 Dec 2 Ord Dec 2
 HOBBS, JOHN, and JAMES THOMAS BRYNE, Blackburn,
 Cotton Waste Bleachers Blackburn Pet Dec 2 Ord
 Dec 2
 JACKSON, WILLIAM HENRY, Tylorstown, Glam, Weigher
 at Colliery Pontypridd Pet Dec 2 Ord Dec 2
 JEFFREY, WALTER HERBERT, Jersey at High Court Pet
 Oct 15 Ord Nov 20
 JOHNSON, JOHN BEERY, Liverpool, Hotel Proprietor
 Liverpool Pet Dec 3 Ord Dec 3
 LARSON, WILLIAM, Nottingham, Commission Agent
 Nottingham Pet Dec 3 Ord Dec 3
 LEWIS, ROBERT, Fenny, Cornwall, Naval Pensioner
 Truro Pet Dec 3 Ord Dec 2
 MALTBY, RICHARD ALEXANDER, Nottingham Nottingham
 Pet Dec 2 Ord Dec 2
 MCLEOD, HUGH, Bradford, Member Bradford Pet Dec
 2 Ord Dec 2
 MONAGHAN, EDWARD, Ponty, Stockbroker High Court Pet
 Oct 1 Ord Dec 4
 NEWBY, THOMAS JOSEPH, Durham, Farmer Sunderland
 Pet Nov 20 Ord Nov 20
 OWEN, JOHN WILLIAM, Llanfair, P G, Angley, Book
 Maker Bangor Pet Dec 2 Ord Dec 3

PARKER, ALBERT WILLIAM, Nth Kilworth, Leicestershire,
 Trainer of Racehorses Leicester Pet Sept 24 Ord
 Dec 2
 RIGGS, THOMAS, Kendal, Westmid, Photographer Kendal
 Pet Dec 4 Ord Dec 4
 ROBINSON, GEORGE, Luton, Beds, Coal Merchant Luton
 Pet Dec 3 Ord Dec 3
 SOUTHERN, WILLIAM WATTERS, Nobold, Salop, Builder
 Shrewsbury Pet Dec 4 Ord Dec 4
 SPYER, JOHN, Watlington, Oxfordshire, Grocer Aylesbury
 Pet Dec 3 Ord Dec 2
 STOTT, JOHN PHILLIPS, York, Baker York Pet Dec 3
 Ord Dec 3
 TITMUS, WILLIAM EDMUND, Ladywood, Birmingham, Job-
 bing Builder Birmingham Pet Dec 2 Ord Dec 2
 TOLLY, WILLIAM, Torquay, Butcher Exeter Pet Dec 2
 Ord Dec 2
 WALLER, GEORGE ALBERT, Luton, Beds, Pork Butcher
 Luton Pet Nov 20 Ord Dec 4
 WEATHERILL, THOMAS, Cawood, Yorks, Tailor York Pet
 Dec 2 Ord Dec 2
 WILLIAMS, JOHN DAVID, Rhyl, Flint, Joiner Bangor Pet
 Dec 4 Ord Dec 4
 WILLIAMS, THOMAS, Aberdare Junction, Glam, Coal
 Miner Pontypridd Pet Dec 4 Ord Dec 4
 WILLIAMS, WILLIAM, Cheltenham, Plasterer Cheltenham
 Pet Dec 2 Ord Dec 2

ORDER RESCINDING RECEIVING ORDER AND
DISMISSING PETITION.

SHAKNEY, LUCY, Westminster Bridge rd, Mantle Manufac-
 turer High Court Rec Ord Oct 17 Rec Ord Resc'd &
 Pet Dismiss Dec 2

FIRST MEETINGS.

ABBOTT, ROBERT, Newmillan, Yorks, Miner Dec 13 at 12
 Off Rec, 6, Bond terrace, Wakefield
 BELDING, DAVID TURNER, South Creak, Norfolk, Farmer
 Dec 14 at 12 Off Rec, 8, King st, Norwich
 CORROCK, JAMES WILLIAM, Wotton under Edge, Glos.
 House Decorator Dec 14 at 12 Off Rec, 15, King st,
 Gloucester
 CROFT, ARTHUR EDWARD, Scarborough, Coal Merchant
 Dec 13 at 2.30 Off Rec, 74, Newborough st, Scar-
 borough
 DAVEY, WILLIAM HOOK, Newton avenue, Acton, Engineer
 Dec 13 at 3 Off Rec, 96, Temple chmbrs, Temple
 avenue
 DEER, CLAYES, CAMILLE, Jersey at St James's, Wine
 Merchant Dec 13 at 12 Bankruptcy bldgs, Carey
 street
 DIAPER, JAMES, Mendlesham, Suffolk, Fowl Dealer Dec 17
 at 12 Off Rec, 36, Princes st, Ipswich
 FARAR, ROBERT, Ilminster, nr Halifax, Farmer Dec 14
 at 11.30 Off Rec, 12, Townhall chmbrs, Halifax
 FOX, JOHN WILLIAM, Norwich, Tailor Dec 14 at 11 Off
 Rec, 8, King st, Norwich
 GILLINGHAM, GEORGE WILLIAM, Piddletrenthide, Dorset,
 Saddler Dec 14 at 12.30 Off Rec, Salisbury
 GRAY, WILLIAM, Kingston upon Hull, Draper Dec 13 at
 11.30 Off Rec, Trinity House lane, Hull
 GREGORY, GEORGE, Long Marston, Herts, Carpenter
 Dec 14 at 12 Bankruptcy Office, Oxford
 GRIFFITHS, JOHN SAMUEL, Llanelli, Carmarthen, General
 Ironmonger Dec 17 at 10.30 Off Rec, 23, Colmore
 row, Birmingham
 JOHNS, OWEN DAVID, Carnarvon, Draper Dec 16 at 2.30
 Crypt chmbrs, Eastgate row, Chester
 JONES, WALTER SIMON, Chester, Stationer Dec 16 at 3
 Crypt chmbrs, Eastgate row, Chester
 KIND, MORTON JAMES, South Woodford, Builder Dec 16
 at 12 Bankruptcy bldgs, Carey st
 KORNATH, JOSEPH, Westmoreland rd, Baker's Manager Dec
 16 at 1 Bankruptcy bldgs, Carey st
 MARSHALL, JAMES, Leeds, Grocer's Assistant Dec 13 at 11
 Off Rec, 22, Park row, Leeds
 MILLER, BARNETT, High st, Poplar, Boot Manufacturer
 Dec 17 at 11 Bankruptcy bldgs, Carey st
 MOXLEY, PETER, Lowestoft, Smackowner Dec 14 at 11.30
 Off Rec, 8, King st, Norwich
 MURPHY, WILLIAM THOMAS, Billingsgate Market, Fish
 Salesman Dec 17 at 12 Bankruptcy bldgs, Carey st
 NEWTON, DOBOTHY ELIZABETH, Sunderland, Lodging
 House Keeper Dec 13 at 3.30 Off Rec, 23, John st,
 Sunderland
 MORTINGALE, WILLIAM BRYANT, Swansea, Metal Merchant
 Dec 13 at 2.30 Off Rec, 31, Alexandra rd, Swansea
 OGDON, ARNOLD, Ashton under Lyne, Market Gardener
 Dec 19 at 12.15 Townhall, Ashton under Lyne
 PATRICK-GALLWEY, WYNDHAM HARRY, Ilkley, Yorks,
 Engineer Dec 13 at 12 Off Rec, 23, Park row, Leeds
 FROST, ALFRED JAMES, Bankers at Without, Insurance
 Agents Dec 16 at 11 Bankruptcy bldgs, Carey st
 ROBINSON, PETER, Warrington, Lancs, Knacker Dec 13 at
 10.50 Court house, Upper Bank st, Warrington
 ROGERS, THOMAS, Chesham, Bucks, Boot Manufacturer
 Dec 13 at 12 Bankruptcy bldgs, Carey st
 SANDERS, LUCIA, Mexborough, Yorks, Joiner Dec 13 at
 2.30 Off Rec, Finsbury lane, Sheffield
 SCHOLTY, JOHN THOMAS, Nottingham, Wakefield, Fruitster
 Dec 13 at 11 Off Rec, 5, Bond terrace, Wakefield
 SHEPHERD, JOHN DYSON, Wharfedale, Lancs, Farmer Dec
 13 at 12.45 Mansford Hotel, Mansford

SIDWELL, FREDERICK CHARLES, Leicester, Boot Manufac-
 turer Dec 16 at 12.30 Off Rec, 1, Berridge a,
 Leicester
 SIMPSON, MILKS, Tooting, Mitcham, Retired Warshous-
 man Dec 13 at 11.30 24, Railway app, London
 Bridge
 SOUTHERN, WILLIAM WATTERS, Shrewsbury, Salop,
 Builder Dec 16 at 11 Off Rec, 42, St John's Hill,
 Shrewsbury
 STOTT, JOHN PHILLIPS, York, Baker Dec 17 at 12.30 Off
 Rec, 23, Stonegate, York
 TARRAN, ARTHUR, Kingston upon Hull, Builder Dec 13 at
 11 Off Rec, Trinity House lane, Hull
 WEATHERILL, THOMAS, Cawood, Yorks, Tailor Dec 16 at
 12.30 Off Rec, 23, Stonegate, York
 WHISKIN, CHARLES FREDERICK, Gt Yarmouth, Cab Drive
 Dec 14 at 12.30 Off Rec, 8, King st, Norwich
 WILLIAMS, JOHN EROMANGA, Llanelli, Grocer Dec 16 at
 2.30 Off Rec, Bank chmbrs, Corn st, Bristol
 WILLIAMS, RICHARD BENJAMIN, Walsditch, Dorsetshire,
 Builder Dec 13 at 2 Bull Hotel, Bridport
 WILLIAMS, DAVID THOMAS, Llanestfan, Glam, Wheelwright
 Dec 13 at 12 Off Rec, 31, Alexandra rd, Swansea
 WOOD, ALFRED, Halifax, Cart Driver Dec 14 at 12 Off
 Rec, Townhall Chmbrs, Halifax

ADJUDICATIONS.

ATKIN, JESSE, Nottingham Nottingham Pet Dec 2 Ord
 Dec 2
 ATTERTON, TOM, Leighton Buzzard, Organ Builder Lates
 Pet Nov 21 Ord Dec 4
 BASFORD, HENRY THOMAS, and STEPHEN BASFORD,
 Southampton, Tailors Southampton Pet Nov 30 Ord
 Dec 2
 BEAMONT, F W, Ipswich, Sack Manufacturer Ipswich
 Pet Nov 6 Ord Dec 3
 BRYSON, LLEWELLYN MORGAN, Swansea, Secretary Swa-
 nsea Pet Dec 2 Ord Dec 2
 BOULTON, JOHN HENRY, Rotherham, Stationer Sheffield
 Pet Dec 3 Ord Dec 3
 COCKE, EDWARD HENRY, Belvedere rd, Lambeth, Wharf
 Manager High Court Pet Dec 3 Ord Dec 3
 COE, ARTHUR, Hereford, Auctioneer Leominster Pet Oct
 23 Ord Dec 4
 COLTER, ERNEST MONTAGUE, Reading, Carpenter Reading
 Pet Nov 30 Ord Nov 30
 CONTEY, JAMES, Shrewbury, Fish Dealer Shrewbury
 Pet Nov 29 Ord Dec 4
 CORROCK, JAMES WILLIAM, Wotton under Edge, Glos.
 House Decorator Gloucester Pet Dec 2 Ord
 Dec 2
 CROFT, ARTHUR EDWARD, Scarborough, Coal Merchant
 Scarborough Pet Dec 4 Ord Dec 4
 CROOK, GEORGE CHARLES, Margate, Grocer Canterbury
 Pet Dec 2 Ord Dec 2
 DAVIES, ROBERT, Rhyl, Flintshire, Lodging house Keeper
 Bangor Pet Dec 2 Ord Dec 3
 DAVIES, WILLIAM, Leominster, Auctioneer Leominster
 Pet Oct 23 Ord Dec 4
 DIAPER, JAMES, Mendlesham, Suffolk, Fowl Dealer
 Bury St Edmunds Pet Dec 3 Ord Dec 3
 DIXIE, JOHN WILLIAM, Bostall Hill, Plumstead, Clerk
 High Court Pet Dec 2 Ord Dec 2
 DRIFTS, MATTHEW, Barnsley, Farmer Barnsley Pet Dec
 3 Ord Dec 3
 EGGLESHAW, PHILIP, Derby, Innkeeper Derby Pet Dec 1
 Ord Dec 3
 EVANS, WILLIAM, Mardy, Glam, Grocer Pontypridd Pet
 Nov 29 Ord Dec 2
 GOODING, WILLIAM HENRY, Exeter, Building Contractor
 Exeter Pet Oct 25 Ord Dec 3
 GRIMPTON, HARRY, Cardiff, Farmer Tredegar Pet Dec 1
 Ord Dec 2
 HUDSON, WILLIAM MARK, Cheltenham, Hotel Proprietor
 Cheltenham Pet Nov 15 Ord Dec 3
 JACKSON, WILLIAM HENRY, Tylorstown, Glam, Weigher at
 Colliery Pontypridd Pet Dec 2 Ord Dec 2
 JENKINS, WILLIAM EDWARD, and TOM JENKINS, Caerleon,
 Mon, Farmers Newport, Mon Pet Nov 12 Ord
 Dec 3
 KIND, MORTON JAMES, South Woodford, Builder High
 Court Pet Oct 19 Ord Dec 2
 LARSON, WILLIAM, Nottingham, Commission Agent
 Nottingham Pet Dec 3 Ord Dec 3
 LEWIS, RICHARD, Fenny, Cornwall, Naval Pensioner
 Truro Pet Dec 2 Ord Dec 2
 MALTBY, RICHARD ALEXANDER, Old Basford, Notts
 Nottingham Pet Dec 3 Ord Dec 3
 MCLEOD, HUGH, Bradford, Yorks, Plumber Bradford
 Pet Dec 2 Ord Dec 2
 MURPHY, WILLIAM THOMAS, Billingsgate Market, Fish
 Salesman High Court Pet Nov 8 Ord Dec 2
 OWEN, JOHN WILLIAM, Llanfair, P G, Angley, Book
 Maker Bangor Pet Dec 3 Ord Dec 3
 RIGGS, THOMAS, Kendal, Westmid, Photographer Kendal
 Pet Nov 29 Ord Dec 4
 ROBINSON, GEORGE, Luton, Beds, Coal Merchant Luton
 Pet Dec 3 Ord Dec 3
 SPYER, JOHN, Watlington, Oxford, Grocer Aylesbury
 Pet Dec 3 Ord Dec 2
 STOTT, JOHN PHILLIPS, York, Baker York Pet Dec 3
 Ord Dec 3

Dec. 14, 1895.
 THOMPSON, GEORGE, Lincoln Pet
 VAUGHAN, THOMAS, Pet Nov 30
 WEATHERILL, THOMAS, Dec 2 Ord
 WILSON, WILLIAM, Cycle Man Dec 2
 WILLIAMS, JOHN, Pet Dec 3
 WILLIAMS, THOMAS, Pontypridd
 WILLIS, WILLIAM, Pet Dec 2
 WILSON, CHARLES, High Court
 WILSON, EDWARD, Wagon, Edw
 Dec 14, 1895.
 LOR
 ANCHER, JOSEPH, Dec 3
 BATHMAN, FRED, Dec 6
 BAILES, GEORGE, Pet Dec 5
 BAUMANN, LA, Nov 19
 BAXTER, JAMES, High Court
 BIRCH, DAVID, Pet Dec 5
 BIRKETT, JOHN, Dec 5 Ord
 BOSE, JOHN, mouth P
 BERNARD, WALTER, Staff Mar
 BROWN, ALFRED, Kendal
 CORR, RICHARD, Pet Dec 7
 COLE, ALFRED, High Court
 DAVISON, JOHN, Tyne P
 DODSON, ALFRED, Pet Nov
 EGGLEY, ALFRED, Pet Dec 6
 FLEMING, THOMAS, Pet Dec 6
 GARMAN, GEORGE, Wandw
 GREENSLADE, Nov 19
 HORSWELL, Pet Dec
 HUTCHINS, Survey
 ISBERG, A. Bradf
 JONES, JOHN, Nov 20
 KAY, HERBERT, Nov 20
 KESTLE, WALTER, Truro
 MARCHANT, Liverpool
 MITCHELL, Nov 25
 MOODY, BROTHER, High Court
 MUMFORD, CAMBRID
 NAIRN, GEORGE, Clerk
 PAIR, JAMES, Nov 25
 RAWLINGS, botany
 SKINNER, W. 6 Ord
 SMITH, JOHN, Pet Dec
 SMITH, THOMAS, Chelms
 THOMPSON, Boston
 TOPPING, JAMES, Hale 1
 TARMAN, Pet Dec
 VERITY, R. Pet Dec
 WELBURN, 3 Ord
 WELLS, A. 8 Ord
 WILKINSON, ford
 WINFIELD, Llan
 WOODWARD, pridd
 YEO, PHILIP, Dec 4
 WEBB, JAMES, Nov 1
 Amended
 LOR
 CROOK

THOMPSON, GEORGE, Skellingthorpe, Lincs, Dairyman
Lincoln Pet Nov 30 Ord Nov 30
VAUGHAN, THOMAS, Boscworth, Salop, Farmer Shrewsbury
Pet Nov 20 Ord Dec 3
WATERHILL, THOMAS, Cawood, Yorks, Tailor York Pet
Dec 2 Ord Dec 2
WHITE, WILLIAM MONK, Lordship lane, East Dulwich,
Cycle Manufacturer High Court Pet Oct 4 Ord
Dec 2
WILLIAMS, JOHN DAVID, Rhyl, Flintshire, Joiner Bangor
Pet Dec 3 Ord Dec 4
WILLIAMS, THOMAS, Abberdale Junction, Glam, Coal Miner
Pontypridd Pet Dec 4 Ord Dec 4
WILLIS, WILLIAM, Cheltenham, Plasterer Cheltenham
Pet Dec 2 Ord Dec 2
WILSON, CHARLES, Queen st, Cheapside, Club Proprietor
High Court Pet Nov 4 Ord Dec 2
WRAGO, EDWARD, Middlesbrough, Grocer Middles-
brough Pet Nov 11 Ord Nov 30

London Gazette.—Tuesday, Dec. 10.

RECEIVING ORDERS.

ARCHER, JOSEPH, New Swindon Swindon Pet Dec 6 Ord
Dec 6
BATEMAN, FREDERICK, Greetland, nr Halifax Halifax Pet
Dec 6 Ord Dec 6
BAILES, GEORGE JAMES, Blackburn, Draper Blackburn
Pet Dec 5 Ord Dec 5
BAKERN, L. Walton on Thames Kingston, Surrey Pet
Nov 19 Ord Dec 6
BAKTER and JOHNSON, St Mildred's, Poultry, Stockbrokers
High Court Pet Nov 20 Ord Dec 5
BIRCH, DAVID, Gt Harwood, Lancs, Weaver Blackburn
Pet Dec 5 Ord Dec 5
BIRKETT, JOHN, Thurnham, Lancs, Farmer Preston Pet
Dec 5 Ord Dec 5
BONE, JOHN JAMES, Plymouth, Commission Agent Ply-
mouth Pet Nov 16 Ord Dec 6
BRACKS, WALTER, and GEORGE KILNER, Otley, Yorks,
Stuff Manufacturers Leeds Pet Dec 6 Ord Dec 6
BROWN, JOSEPH ROBINSON, Hawkhead, Lancs, Innkeeper
Kendal Pet Dec 5 Ord Dec 5
COBE, RICHARD BARKER, Llewisham, Actor High Court
Pet Dec 7 Ord Dec 7
COLE, ALFRED JOHN, Wimbledon, Commission Agent
High Court Pet Dec 6 Ord Dec 6
DAVIS, JOHN, Stanley, Durham, Builder Newcastle on
Tyne Pet Dec 6 Ord Dec 6
DOBSON, ALBERT EDWARD, and SAMUEL HENRY CARRICK
DOBSON, Ilkerton, Derby, Lace Manufacturers Derby
Pet Nov 23 Ord Dec 6
EDGLEY, ALFRED, Birmingham, Tobaccoist Birmingham
Pet Dec 6 Ord Dec 6
FERING, THOMAS QUENTIN, Slindon, Sussex Brighton
Pet Dec 6 Ord Dec 6
GRAMHAM, GEORGE JAMES, Grove rd, Barnes, Nurseryman
Wandswoth Pet Nov 12 Ord Dec 5
GREENSLADE, TOM, Devonport, Carpenter Plymouth Pet
Nov 19 Ord Dec 5
HOBBSWELL, GEORGE, Lowestoft, Butcher Gt Yarmouth
Pet Dec 5 Ord Dec 5
HUTCHINS, E., Upper Teddington, Builder Kingston,
Surrey Pet Dec 29 Ord Dec 6
ISERNBERG, ADOLPH, Bradford, Yorks, Fancy Goods Dealer
Bradford Pet Dec 6 Ord Dec 6
JONES, JOHN WILLIAM, Liverpool Liverpool Pet Dec 6
Ord Dec 6
KAY, HERBERT, Colne, Lancs, Outfitter Burnley Pet
Nov 23 Ord Dec 5
KESTLE, WILLIAM HENRY, Lanivet, Cornwall, Carpenter
Truro Pet Dec 7 Ord Dec 7
MARCHANT, WILLIAM SAMUEL, Liverpool, Soapboiler
Liverpool Pet Dec 5 Ord Dec 5
MITCHELL, ARTHUR WILLIAM, Derby Derby Pet Dec 4
Ord Dec 4
MOODY BROTHERS, Lea Bridge corner, Clapton, Drapers
High Court Pet Nov 23 Ord Dec 7
MUNFORD, WILLIAM, Newmarket, Suffolk, Horse Trainer
Cambridge Pet Nov 23 Ord Dec 7
NAISH, GEORGE ERNEST, Redland, Bristol, Commercial
Clerk Bristol Pet Dec 5 Ord Dec 5
PRICE, JAMES, Ilfracombe, Builder Barnstaple Pet Nov
Nv 25 Ord Dec 5
RAWLINGS, JAMES, Earith, Hunts, Bargeman Peter-
borough Pet Dec 6 Ord Dec 6
SKRINE, WALTER DE VEEB, Plymouth Plymouth Pet Dec
6 Ord Dec 6
SMITH, JOHN, Ringstead, Norfolk, Carrier King's Lynn
Pet Dec 6 Ord Dec 6
SMITH, THOMAS, Southend on Sea, Commercial Traveller
Chelmsford Pet Dec 4 Ord Dec 4
THOMPSON, GEORGE, Langrville, Lincs, Potato Dealer
Boston Pet Dec 6 Ord Dec 6
TOPPING, JOSEPH, Burgh by Sands, Cumbrld, Tailor Car-
lisle Pet Dec 6 Ord Dec 6
THERIAULT, MARK, Ottington, Kent, Ironmonger Croydon
Pet Dec 6 Ord Dec 6
VERTY, ROBERT TRAIN, Leeds, Commission Agents Leeds
Pet Dec 5 Ord Dec 5
WELBURN, PETER, Hotham, Yorks, Joiner Leeds Pet Dec
3 Ord Dec 3
WELLS, ANDREW, Blackburn, Draper Blackburn Pet Dec
1 Ord Dec 5
WILKINSON, JOHN RICHARD, Bradford, Coal Dealer Brad-
ford Pet Dec 4 Ord Dec 4
WINFIELD, HENRY, Nottingham, Hairdresser Notting-
ham Pet Dec 6 Ord Dec 6
WOODWARD, RICHARD, Pontre, Glam, Fishmonger Ponty-
pridd Pet Dec 5 Ord Dec 5
YEO, PHILIP, Cardiff, Tailor Cardiff Pet Dec 4 Ord
Dec 4
WERN, JAMES, Martley, Worcs, Farmer Worcester Pet
Nov 23 Ord Dec 7

Amended Notice substituted for that published in the Lon-
don Gazette of the 29th April 1895
LONGHAYNE, WILLIAM HENRY, Sidcup, Kent, Gent
Croydon Pet April 10 Ord April 23

Amended notice substituted for that published in the Lon-
don Gazette of the 29th October:

DEACON, FREDERICK GEORGE MOSS, Uxbridge, rd, Han-
well, Builder's Foreman Brentford Pet Oct 25 Ord
Oct 25
RECEIVING ORDER RESCINDED.
JOSEPH, CHARLES, Southsea, Baptist Minister Portsmouth
Rec Ord Sept 5 Resc Nov 23

FIRST MEETINGS.

BANBURY, JAMES WILLIAM, Caerleon, Mon, Builder Dec
18 at 12 Off Rec, Gloucester Bank chambers, Newport,
Mon
BARNETT, WALTER ROBERT, Wellesley road, Chiswick
Dec 17 at 3 Off Rec, 95, Temple chambers, Temple
avenue
BARTLETT, WILLIAM JAMES, Gravesend, Kent, Shorthand
Writer Dec 20 at 12.30 Off Rec, 149, High st,
Rochester
BELL, HARRIETTE ANNA CLEVELAND, Welshpool, Mont-
gomeryshire, Schoolmistress Dec 18 at 1 Off Rec,
Llandiloes
BEYSON, LLEWELLYN MORGAN, Swansea, Secretary Dec 20
at 12 Off Rec, 31, Alexandra rd, Swansea
BRIDGLAND, THOMAS, Dartford, Provision Merchant Dec
20 at 10.30 Off Rec, 149, High st, Rochester
BRIDGMAN, GEORGE, Rickington, Devonshire, Farmer
Dec 19 at 11 Off Rec, 13, Bedford circus, Exeter
CASSELL, H, Birmingham, Tailor Dec 20 at 12 23, Col-
more row, Birmingham
CLARKE, RICHARD BUTLER (sen), Chichester Dec 18 at 3
Dolphin Hotel, Chichester
COLVER, ERNEST MONTAGUE, Tilehurst, Berks, Carpenter
Dec 18 at 12 Bankruptcy Office, Oxford
CROOKS, GEORGE CHARLES, Margate, Grocer Dec 20 at 9
Off Rec, 73, Castle st, Canterbury
CULLE, RICHARD THOMAS, Taffs Well, Glam Dec 19 at 3 65,
High st, Merthyr Tydfil
DAVISON, ALFRED WILLIAM, Blackburn, Draper Jan 8 at
1.30 County Court house, Blackburn
DECKER, FRANK, Blundell, Lancs, Plumber Dec 18 at
2.30 Off Rec, 35, Victoria st, Liverpool
DIXIE, JOHN WILLIAM, Bostall Hill, Plumstead, Clerk Dec
17 at 12 Bankruptcy bldgs, Carey st
DOBSON, ALBERT EDWARD, and SAMUEL HENRY CARRICK
DOBSON, Ilkerton, Derby, Lace Manufacturers Derby
Dec 18 at 3.15 Flying Horse Hotel, Nottingham
DRIPPS, MATTHEW, Gt Houghton, Yorks, Farmer Dec 18
at 10.15 Off Rec, 3, Back Regent st, Barnsley
EDWARDS, GEORGE WITHERS, Rhayader, Radnor, Innkeeper
Dec 17 at 1 Off Rec, Llandiloes
EGGLESHAW, PHILIP, Little Chester, Innkeeper Dec 17 at
3 Off Rec, 40, St Mary's gate, Derby
FEAR, JASPER JAMES, St George, Glas, Builder Dec 18 at 1
Off Rec, Bank chambers, Corn st, Bristol
FOWLER, EVELYN, Campden hill, Kensington Dec 17 at
2.30 Bankruptcy bldgs, Carey st
GORDON, SIR MAURICE DUFF, Bart, Old Broad st, Stock-
broker Dec 18 at 11 Bankruptcy bldgs, Carey st
HARRIS, JOHN ABBOTT, Wrexham, Coal Agent Dec 17 at
12 The Priory, Wrexham
HILL, CHARLES, Swansea Dec 18 at 12 Off Rec, 31, Alex-
andra rd, Swansea
HOLLINGSWORTH, JAMES BLACKBURN, Newcastle on Tyne,
Commission Agent Dec 20 at 10.30 Off Rec, Pink ln,
Newcastle on Tyne
HOWE, THOMAS HESLOPE, Budge row Dec 17 at 11 Bank-
ruptcy bldgs, Carey st
HUST, JOHN, Frome, Somerset Dec 18 at 12.30 Off Rec,
Bank chambers, Corn st, Bristol
JENKINS, DAVID, Ystrad Rhondda, Tailor Dec 19 at 12 65,
High st, Merthyr Tydfil
JOHNSTON, JOHN BERRY, Liverpool, Hotel Proprietor Dec
18 at 12 Off Rec, 35, Victoria st, Liverpool
KEMP, VYVYAN PERCY, Dover, Florist Dec 20 at 9.30 Off
Rec, 73, Castle st, Canterbury
LANGSDALE, WILLIAM, Nottingham, Commission Agent
Dec 17 at 11 Off Rec, St Peter's Church walk, Notting-
ham
LEWANS, RICHARD, Fowey, Cornwall, Naval Pensioner
Dec 17 at 12.30 Off Rec, Boscastle st, Truro
MALTRY, RICHARD ALEXANDER, Nottingham Dec 17 at 12
Off Rec, St Peter's Church walk, Nottingham
MELNIDON, HUGH, Bradford, Plumber Dec 18 at 11 Off
Rec, 31, Manor row, Bradford
MITCHELL, ARTHUR WILLIAM, Derby Dec 17 at 2.30 Off
Rec, 40, St Mary's gate, Derby
MOBBY, JOHN, Handsworth, Builder Dec 18 at 11 23,
Colmore row, Birmingham
NAISH, GEORGE ERNEST, Redland, Bristol, Commercial
Clerk Dec 18 at 1.15 Off Rec, Bank chambers, Corn st,
Bristol
NEUFLIERS, JAMES, and FARLAN NEUFLIERS, Birmingham,
Wholesale Clothiers Dec 19 at 11 23, Colmore row,
Birmingham
NUTHALL, WILLIAM, Audenshaw, Lancs, Manager Dec 18
at 6 Ogden's chambers, Bridge st, Manchester
PARR, ALFRED, Loughborough rd, Brixton, Machinery
Dealer Dec 18 at 11 Bankruptcy bldgs, Carey st
PATON, HENRY, Leeds, Watchmaker Dec 18 at 11 Off
Rec, 22, Park row, Leeds
PERKS, THOMAS, Birmingham, Brass Caster Dec 20 at 11
23, Colmore row, Birmingham
PRICE, JAMES, Ilfracombe, Builder Dec 19 at 11.30 Off
Rec, 5, Haumet st, Taunton
ROSSER, ELIZA AGNES, Newport, Confectioner Dec 18 at
11.30 Off Rec, Gloucester Bank chambers, Newport,
Mon
THOMPSON, GEORGE, Langrville, Lincs, Cottager Dec 19
at 12.30 Off Rec, 48, High st, Boston
TODD, JOSEPH, Malton, Yorks, Coachbuilder Dec 17 at
11.30 Off Rec, 14, Newborough st, Scarborough
TULAY, WILLIAM, Torquay, Butcher Dec 19 at 11 Off
Rec, 13, Bedford circus, Exeter
WALLACE, WILLIAM HENRY, South Shields, Grocer Dec
20 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

WELBURN, PETER, Leeds, Joiner Dec 18 at 12 Off Rec,
22, Park row, Leeds
WHITAKER, CHARLES WESTWORTH, Royton, Lancs, Mill
Manager Dec 18 at 3 Off Rec, Bank chambers, Queen
st, Oldham
WHITE, WILLIAM MONK, Lordship lane, East Dulwich,
Cycle Manufacturer Dec 19 at 11 Bankruptcy bldgs,
Carey st
WILKINSON, LIONEL, Farnham, Surrey Dec 18 at 2.30
Bankruptcy bldgs, Carey st
WILKINSON, JOHN RICHARD, Bradford, Coal Dealer Dec 18
at 12 Off Rec, 31, Manor row, Bradford
WILLIAMS, EDMUND, Cardiff, Builder Dec 18 at 11 Off
Rec, 29, Queen st, Cardiff
WILSON, CHARLES, Llangley court, Long Acres, Club Pro-
prietor Dec 18 at 12 Bankruptcy bldgs, Carey st
WRAGO, EDWARD, Middlesbrough, Grocer Dec 18 at 3
Off Rec, Off Rec, 8, Albert rd, Middlesbrough
YEATES, WILLIAM, Maidene, Newport, Grocer Dec 18 at
11 Off Rec, Gloucester Bank chambers, Newport, Mon

ADJUDICATIONS.

ARCHER, JOSEPH, Swindon, Wilts, Fishmonger Swindon
Pet Dec 6 Ord Dec 6
BAILES, GEORGE JAMES, Blackburn, Draper Blackburn
Pet Dec 5 Ord Dec 2
BATEMAN, FREDERICK, Greetland, nr Halifax Halifax Pet
Dec 6 Ord Dec 6
BAKTER, ROBERT, and ARTHUR MAXWELL JOHNSON, St
Mildred's court, Poultry, Stockbrokers High Court
Pet Nov 20 Ord Dec 5
BELL, HARRIETTE ANNA CLEVELAND, Welshpool, Mont-
gomeryshire, Schoolmistress Newtowna Pet Dec 2 Ord
Dec 6
BIRKETT, JOHN, Thurnham, nr Lancaster, Farmer Preston
Pet Dec 5 Ord Dec 5
BIRCH, DAVID, Gt Harwood, Lancs, Weaver Blackburn
Pet Dec 2 Ord Dec 2
BROWN, JOSEPH ROBINSON, Hawkhead, Lancs, Innkeeper
Kendal Pet Dec 4 Ord Dec 5
CASSELL, FREDERICK ARTHUR, Deptford, Tar Distiller
Greenwich Pet Oct 22 Ord Dec 6
CHERRIE, JOHN, Harnham, Sussex, Baker Brighton Pet
Nov 29 Ord Dec 7
COBE, RICHARD BARKER, New Bond st, W, Actor High
Court Pet Dec 7 Ord Dec 7
DAVISON, JOHN, Stanley, Durham, Builder Newcastle on
Tyne Pet Dec 6 Ord Dec 6
DONNELLY, WILLIAM, Watwick rd, Stratford, Civil Service
Clerk High Court Pet Oct 30 Ord Dec 5
FARRAR, ROBERT, Illingworth, nr Halifax, Farmer Halifax
Pet Dec 3 Ord Dec 3
FEAR, JASPER JAMES, St George, Glas, Builder Bristol
Pet Nov 30 Ord Dec 7
FERNAU, PAUL, Fore st, Agent High Court Pet Oct 22
Ord Dec 7
GILBERT, NATHANIEL, Ashbury, Devon, Farmer Plymouth
Pet Nov 14 Ord Dec 6
GILLINGHAM, GEORGE WILLIAM, Fiddlesworth, Dorset,
Saddler Dorchester Pet Nov 26 Ord Dec 6
GRAT, WILLIAM, Kingston upon Hull, Draper Kingston
upon Hull Pet Nov 21 Ord Dec 5
GRIFFITHS, JOHN, Salford, Beerhouse Keeper Salford Pet
Nov 27 Ord Dec 7
HARVEY, ROBERT, Berwick on Tweed, Saddler Newcastle
on Tyne Pet Nov 13 Ord Dec 7
HOLLINGSWORTH, JAMES BLACKBURN, Newcastle on Tyne,
Commission Agent Newcastle on Tyne Pet Nov 30
Ord Dec 5
HOBBSWELL, GEORGE, Lowestoft, Butcher Gt Yarmouth
Pet Dec 4 Ord Dec 5
ISERNBERG, ADOLPH, Bradford, Fancy Goods Dealer Brad-
ford Pet Dec 6 Ord Dec 6
KESTLE, WILLIAM HENRY, Lanivet, Cornwall, Carpenter
Truro Pet Dec 7 Ord Dec 7
KNIGHT, RICHARD, Bradford, Solicitor Bradford Pet Nov
5 Ord Dec 5
LEWIS, EDWARD DILLON, Church rd, Richmond, S.W.,
Solicitor Wandsworth Pet April 6 Ord Dec 2
MARCHANT, WILLIAM SAMUEL, Liverpool, soapboiler
Liverpool Pet Dec 5 Ord Dec 5
MAUCER, WALTER C, Colworth rd, Leytonstone High
Court Pet Sept 18 Ord Dec 4
MITCHELL, ARTHUR WILLIAM, Derby Derby Pet Dec 4
Ord Dec 4
NAISH, GEORGE ERNEST, Redland, Bristol, Commercial
Clerk Bristol Pet Dec 5 Ord Dec 5
NORRIS, WILLIAM, King's Norton, Worcs, Grocer Bir-
mingham Pet Oct 29 Ord Dec 7
PALMER, JOSEPH, Fontmabbia rd, Clapham Common, S.W.,
Builder Wandsworth Pet Sept 17 Ord Dec 5
PARR, ALFRED, Loughborough rd, Brixton, S.W., Dealer in
Machinery High Court Pet Oct 25 Ord Dec 4
RAWLINGS, JAMES, Earith, Hunts, Bargeman Peter-
borough Pet Dec 5 Ord Dec 6
SAMPSON, F. J., Burgess rd, Sydenham, Gent Greenwich
Pet Oct 29 Ord Dec 3
SANTERS, LOUISA, Mexborough, Yorks Sheffield Pet
Nov 25 Ord Dec 7
SHORT, FREDERICK STEPHEN, Parkstone, Dorset, Architect
Poole Pet Nov 20 Ord Dec 4
SKRINE, WALTER DE VEEB, Plymouth Plymouth Pet Nov
18 Ord Dec 6
SMITH, JOHN, Ringstead, Norfolk, Carrier King's Lynn
Pet Dec 6 Ord Dec 6
SMITH, THOMAS, Southend on Sea, Commercial Traveller
Chelmsford Pet Dec 4 Ord Dec 4
SOUTHERN, WILLIAM WATTEBS, Shrewsbury, Salop, Builder
Shrewsbury Pet Dec 4 Ord Dec 5
STUBBS, GEORGE WILLIAM, Farnthorpe st, Putney, Builder
Wandsworth Pet Oct 5 Ord Dec 4
TANBARK, ARTHUR, Kingston upon Hull, Builder Kingston
upon Hull Pet Nov 1 Ord Dec 3
TAYLOR, THOMAS, Stoke upon Trent, Grocer Stoke upon
Trent Pet Nov 12 Ord Dec 4
THOMPSON, GEORGE, Langrville, Lincs, Cottager Boston
Pet Dec 6 Ord Dec 6

TOPPING, JOSEPH, Burgh by Sands, Cumbria, Tailor Carlisle Pet Dec 6 Ord Dec 6
TREMAIN, MARK, Orpington, Kent, Ironmonger Croydon Pet Dec 6 Ord Dec 6
VERITY, ROBERT TWAIN, Leeds, Commission Agent Leeds Pet Dec 5 Ord Dec 5
WELBURN, PETER, Hotham, Yorks, Joiner Leeds Pet Dec 3 Ord Dec 3
WELLS, ANDREW, Blackburn, Draper Blackburn Pet Dec 5 Ord Dec 5
WILKINSON, JOHN RICHARD, Bradford, Coal Dealer Bradford Pet Dec 4 Ord Dec 4
WILFIELD, HERBERT, Nottingham, Hairdresser Nottingham Pet Dec 5 Ord Dec 5
WOODWARD, RICHARD, Pentre, Glam, Fishmonger Pontypridd Pet Dec 5 Ord Dec 5

ORDER FOR RE-ADJUDICATION OF BANKRUPTCY AND ANNULMENT OF COMPOSITION OR SCHEME OF ARRANGEMENT.

FANSHAWE, HENRY HORATIO, Greenhill park villas, Willemsden, Solicitor High Court Pet Feb 14, 1891 Re-adj & Annulment of Compen Nov 22, 1895

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Kils, Edmund

Price, Geo. E

Garth, The E

Harrison, Jh

Hooley, C. E

Johnson, Ch

Kelway, Ch

London, Jam